INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

SP0600-99-B-8000

1. SOLICITATION NUMBER

X a. SEALED BID
 b. NEGOTIATED (RFP)
 c. NEGOTIATED (RFQ)

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statments is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

ATTN: DESC-PLC/C.CREASON

Defense Energy Support Center 8725 John J. Kingman Rd., Ste. 4950

Ft. Belvoir, VA 22060-6222

TELEPHONE: 703-767-9551 FACSIMILE: 703-767-8506

EMAIL: ccreason@desc.dla.mil/kfantasia@desc.dla.mil

4. ITEMS TO BE PURCHASED (Brief description)

ORDERING PERIOD: July 1, 1999 through June 30, 2002, Purchase Program 3.28 (COG 8 Posts, Camps and Stations). DIESEL FUELS, GASOHOL, and GASOLINE AND BURNER OIL FOR MILITARY and FEDERAL CIVILIAN AGENCIES IN THE STATES OF WASHINGTON, OREGON, IDAHO and MONTANA The Total 3-Year Quantity is 44,675,425 U. S. Gallons

BID OPENING: March 16, 1999, 2:00 P.M.

5. PROCUREMENT INFORMATION (X and complete as applicable)

a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A ____11.56___% SET-ASIDE FOR ONE OF THE FOLLOWING (Xone). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

X (1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

IMPORTANT INFORMATION

ATTENTION BIDDERS: THE NOTES ON THIS DD FORM 1707 PROVIDE INFORMATION THAT WARRANT YOUR SPECIAL ATTENTION PRIOR TO PREPARATION OF YOUR BID.

This solicitation includes revised FAR coverage concerning small business, SDBs and HUBZones. The SDB preferences now include civilian as well as DoD Activities. See Paragraph J. of this document and Clauses I1.04, I1.05 (and the FAR clauses they incorporate: 52.219-8, 52.219-14, 52.219-23, 52.219-25 52.219-7003), I171.07, K1.01-10, K1.01-11, I171.07. The activities/line items that will NOT be evaluated with HUBZone preference are designated with an * in the schedule (Clause B1.01, SUPPLIES TO BE FURNISHED). TO RECEIVE HUBZONE EVALUATION PREFERENCE, AN OFFEROR MUST APPEAR ON THE SBA LIST OF QUALIFIED HUBZONE SMALL BUSINESS CONCERNS WHEN THE BID IS SUBMITTED. GETTING ON THE SBA HUBZONE APPROVED LIST IS THE OFFEROR'S RESPONSIBILITY.

NOTE: This solicitation is for the area formerly designated as Region 8, but now known as Customer Organized Group (COG) 8.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)
CREASON, CHERYL S./FANTASIA, KATHRYN

c. TELEPHONE NUMBER (Including Area Code and Extenstion) (NO COLLECT CALLS) (703) 767-9551/ (703) 767-9553

b. ADDRESS (Including Zip Code)

Defense Energy Support Center, Attn: DESC-PLC 8725 John J. Kingman Rd., Suite 4950

Ft. Belvoir, VA 22060-6200

	EASONS FOR NO RESPO						
	a. CANNOT COMPLY WITH S				ET DELIVERY REQUIREMENTS		
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	RESPONDING FIRM						
a. Co	OMPANY NAME			b. ADDRESS	(Including Zip Code)		
	ACTION OFFICER						
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TO ATTN: Bid Custodian/DESC-PCC/Rm 3729
Defense Energy Support Center
8725 John J. Kingman Road
Suite 4950
Ft. Belvoir, VA 22060-6222

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- A. **MASTER SOLICITATION**: This is a Master Solicitation containing the terms and conditions essential for bidding this and all supplemental solicitations that may be issued for this program throughout the Ordering Period. Please retain this document for reference. See Clause L2.29, MASTER SOLICITATION.
- B. **BID OPENING**: The scheduled OPENING DATE for receipt of bids is March 16, 1999 at 2:00 P.M. Local (Ft. Belvoir, Virginia) Time. FACSIMILE OFFERS ARE NOT PERMITTED. Submit all bids on the Price Data Sheets in the Offeror Submission Package. ALL BIDS MUST BE SIGNED.
- C. ORDERING PERIOD: The Ordering Period for contracts awarded under this solicitation is July 1, 1999 through June 30, 2002. Quantities stated are for three year requirements.
- D. **CONTRACT TYPE**: Contracts awarded as a result of this solicitation will be "REQUIREMENTS TYPE FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT" contracts. Pay special attention to the following clauses: **184 & 186.03**.
- E. <u>ECONOMIC PRICE ADJUSTMENT & BASE REFERENCE</u>: The Base Reference Date for this solicitation is <u>February 22, 1999</u>. The Escalator Base Reference Publications are identified under Clause B19.19, ECONOMIC PRICE ADJUSTMENT. These references have been selected by DESC. Contract prices will change weekly based on changes in the reference publications; price changes are not based on product cost.
- F. <u>AMENDMENTS</u>: Bidders must acknowledge receipt of any and all amendments to this solicitation by signing and returning the amendment with the bid.
- G. BID SUBMISSION: Submit as your bid an original plus one (1) copy of the Offeror Submission Package, Price Data Sheets, and any other applicable forms. Be sure to sign the Price Data Sheet and Block 30 of the Standard Form 1449. Failure to do so may render your bid nonresponsive. If you request a hard copy of this solicitation, receive a self addressed envelope from us, and you use that envelope, PLEASE ENSURE THAT THE SUITE NUMBER IS CORRECTLY WRITTEN AS # 4950. Some envelopes with the incorrect suite number on them may still be in circulation.
- H. **COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING**: Please insert your CAGE code in Block 17a of Standard Form 1449, in the space marked "Facility Code." If you have a current Government contract and do not know what your CAGE Code is, please contact Ms. Dottie Gheen at (703) 767-9550. If you have not been assigned a CAGE Code, insert the word "None" in the block.
- I. <u>DUNS NUMBER:</u> Include your company Data Universal Numbering System Number on the cover sheet of your bid.
- J. TAXES: Reference Clauses I28.01, I28.02-2, and I28.03-2.
 - 1. The offeror is responsible for knowing the applicable taxes to include in the offered price.
- 2. <u>DO NOT INCLUDE</u>: Federal Excise Tax (FET) or the Leaking Underground Storage Tank Trust Fund Tax (LUSTT) in your bid price. These taxes will be billed (if applicable) by the contractor as separate line items on each invoice.
- 3. TAX EXEMPTION CERTIFICATES AND SALES: It is the offeror's responsibility to obtain any licenses needed to transact tax-exempt business.

K. SMALL DISADVANTAGED BUSINESSES (SDB) AND HUBZONE EVALUATION PREFERENCE:

The SDB evaluation preference is determined by the *ownership* of the company submitting an offer whereas the HUBZone evaluation preference is determined by the *location* of the company submitting an offer.

- 1. Although the SDB preference is suspended for solicitations issued on or after February 25, 1999, said preference continues to be in effect for this solicitation.
- 2. The purpose of the HUBZone program is to award Government contracts to companies located in economically deprived areas. For SDBs, The price evaluation preference is applicable to <u>ALL line</u> items. See clause I 240 (FAR 52-219-23) which is incorprated by reference. If you wish your bid to be considered for the price evaluation preference, you must submit the following with your bid:
 - A. Properly and completely filled out SDB Price Data Sheet
 - B. Copy of a supply commitment letter from the proposed small business manufacturer; this must state as a minimum the type of product, total quantities of the product, and the contract ordering period.
 - C. Copy of an agreement from the proposed transportation company.
- 3. **HUBZone** evalutation preference is available to qualified companies for offers made for all the line items of the activities marked with an asterick (*) in the schedule which is included in Clause B1.01 of the solicitation. HOWEVER, THE PRODUCT OFFERED MUST BE OBTAINED FROM A MANUFACTURER LOCATED IN A HUBZONE. ALSO, THE OFFEROR MUST BE APPROVEDBY THE SBA AND APPEAR ON THE SBA HUBZONE LIST AT THE TIME OF BID SUBMISSION IN ORDER TO BE ELIGIBLE FOR HUBZONE PREFERENCE. APPEARANCE ON THE LIST IS SOLELY THE OFFEROR'S RESPONSIBILTY. Further information regarding the SBA list and requirements may be obtained at the Small Business Administration webbsite at "http://www.sba.gov.hubzone/.
- L. **QUESTIONS**: Please direct any questions regarding Small Business, Small Disadvantaged Business or HUBZones to Mrs. Kathy Williams of the DESC Small Business Office at (800) 523-2601 or (703) 767-9465.
- M. ALTERNATE LINE ITEMS: Items being solicited as alternate items (Gasoline/Gasohol) list the estimated three-year quantity beside the Gasohol item, and "0" estimated quantity beside the Gasoline. You may bid on one or both of these items. The quantity listed beside the Gasohol item is the quantity that will be awarded to the lowest bid price evaluated in accordance with Clause M63.01, EVALUATION OF BIDS FOR ALTERNATE PRODUCT. Only one product will be awarded per pair of alternate items. The product awarded (either Gasohol or Gasoline) is to be provided for the entire Contract Period. The term "Gasohol" does NOT mean "Oxygenated Gasoline."
- N. BASE REFERENCE PRICES FOR OXYGENATED FUELS: As the control period ends after the base reference date of this IFB, base reference prices for oxygenated fuels shall be utilized for all bidder submissions for oxygenated fuels.

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- O. **NOTICE**: ANY CONTRACT AWARDED TO A CONTRACTOR WHO AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, OR INELIGIBLE FOR RECEIPT OF CONTRACTS WITH GOVERNMENT AGENCIES OR IN RECEIPT OF A PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.
- P. **EMERGENCY CONTACT POINT**: DESC contact point/telephone number for emergency situations during after-duty hours is:

Command Control Center (CCC)
Telephone Number: (703) 767-8420

- Q. NOTE TO LARGE BUSINESSES ONLY: Clause I171.01-2, SMALL, SMALL DISADVANTAGED, AND WOMAN-OWNED BUSINESS SUBCONTRACTING PLAN, requires you to submit a subcontracting plan for awards over \$500,000. DFSC-P Form 1 (Attached) can be used as your actual Small, Small Disadvantaged, and Woman Owned Business Subcontracting Plan. However, if you prefer to send your own plan in lieu of completing DFSC-P Form 1, you may do so. All subcontracting plans must meet the criteria set forth in Clause I171.01-2.
- R. PRICE CHANGE MODIFICATIONS will not be mailed each week. Prices are available on the web (see paragraph Q.) under "Doing Business with DESC. See Clause B19.19 and SPECIAL NOTE at the end of the clause.
- S. **SPECIAL NOTE**: DESC's Internet Homepage may be found at: http://www.desc.dla.mil

You may use this page to obtain current or previous contract prices, an electronic copy of this solicitation, or other information pertaining to DESC and our programs.

T. **PRIMARY SOLICITATION CONTACT POINTS**: For clarification, explanation and additional information please contact:

Ms. Cheryl Creason at (703) 767-9551 / ccreason@desc.dla.mil Ms. Kathryn Fantasia at (703) 767-9553 / kfantasia@desc.dla.mil

SOLCITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS						1. REQUISITION NUMBER PAGE 1 OF 17			PAGE 1 OF 178	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					SP0600-99-0251/0252					
2. CONTRACT NUMBER 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER			IUMBER		5. SOLICITATION NUMBER		UMBER	6. SOLICITATION ISSUE DATE		
See Block 31C				SP0600-99-B-8000				FEB 3, 1999		
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STANDARD FORM 1449 Prescribed by GSAFAR (48 CPR) 53.212

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SF FORM 1449, SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS

PRICE DATA SHEETS

OFFEROR SUBMISSION PACKAGE

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ATTACHED

SEPARATE COVER

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KEY TO ITEM NUMBERS

The suffix on each item number indicates a specific product. Here is a list of the items found in this solicitation. The list may not be all inclusive but serves as a guide for understanding the schedule.

<u>SUFFIX</u>	<u>PRODUCT</u>
-08	RFG, Gasoline, Regular
-12	Low Sulfur Diesel #1
-13	Low Sulfur Diesel #2
-19	Gasohol, Midgrade Unleaded
-24	Gasohol, Regular Unleaded
-28	Gasoline, Regular Unleaded
-32	DF1, High Sulfur Diesel
-34	DF2, High Sulfur Diesel
-46	Fuel Oil, Burner #2
-52	Fuel Oil, Burner #4
-55	Fuel Oil, Burner #6
-67	Low Sulfur, Diesel #1
-68	Low Sulfur, Diesel #2
-69	High Sulfur, Diesel #1, Red Dye
-70	High Sulfur, Diesel #2, Red Dye
-94	Low Sulfur, Diesel, Red Dye

SCHEDULE

B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC NOV 1998)

- (a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.
- (b) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.
- (c) Written telecommunication (facsimile) is authorized for transmittance of a properly completed order. In an emergency, oral orders may be issued but must be confirmed in writing by an order within 24 hours.
- (d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG $\underline{8}$) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.
- (e) Bids shall not be submitted for quantities less than the estimated quantities specified below for each line item. Any bids received for less than the full quantity for each line item will be considered nonresponsive and will be rejected by the Government.

NOTE: All Activities marked with an asterick (*) are not subject to HUBZone evaluation preference.

ITEM **ESTIMATED** NUMBER **OUANTITY UI** STATE OF IDAHO AHSAHKA, ID, ARMY, COE, PROJECT OFFICE, DWORSHAK DAM AND VICINITY, (FOR COE, WALLA WALLA) CLEARWATER COUNTY DELIVERY DODAAC: 960201 BILLING DODAAC : 960505 ORDERING OFFICE: 208-476-3294 001-24 GASOHOL, REG UNL (GUR) 65,000 GL TANK WAGON (TW), INTO 1/2,000 GALLON TANK ANTICIPATE 25% ON HIGHWAY USE DELIVERY TICKET REQUIRED 001-28 GASOLINE, REG UNL (MUR) GL TANK WAGON (TW), INTO 1/2,000 GALLON TANK ANTICIPATE 25% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 001-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

STATE OF IDAHO

BAYVIEW,

ID, NAVY, NAVAL SURFACE WARFARE CENTER, CARDEROCK DIVISION, ACOUSTIC

RESEARCH DETACHMENT

KOOTENAI COUNTY

DELIVERY DODAAC: N62182 BILLING DODAAC: N00167

ORDERING OFFICE: 208-683-2321 EX 4500

510-24 GASOHOL, REG UNL (GUR) 45,000 GL

TANK WAGON (TW), INTO 1/10,000 GALLON TANK

ANTICIPATE 30% ON HIGHWAY USE DELIVERY TICKET REQUIRED

510-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO 1/10,000 GALLON TANK

ANTICIPATE 30% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 510-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

510-68 DIESEL FUEL #2, LOW SULF (LS2) 66,000 GL

TANK WAGON (TW), INTO 1/10,000 GALLON TANK

ANTICIPATE 5% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF IDAHO

DUBOIS,

ID, DA, ARS, SHEEP AND RANGE EXPERIMENTAL STATION

CLARK COUNTY

DELIVERY FEDAAC: 120207

ORDERING OFFICE: 208-374-5306

B25-24 GASOHOL, REG UNL (GUR)

45,000 GL

TANK WAGON (TW), INTO 1/1,000 GALLON TANK

ANTICIPATE 75% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

B25-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/1,000 GALLON TANK

ANTICIPATE 75% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM B25-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

B25-68 DIESEL FUEL #2, LOW SULF (LS2)

16,000 GL

TANK WAGON (TW), INTO 1/1,000 GALLON TANK

ANTICIPATE 25% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

STATE OF IDAHO

GOWEN FIELD,

ID, USAF, ANG, 124FG, I-84

ADA COUNTY

DELIVERY DODAAC: FP6112

ORDERING OFFICE: 208-422-5578

750-12 DIESEL FUEL #1 (DL1) 45,000 GL

TANK WAGON (TW), INTO 1/9,000 GALLON TANK

ANTICIPATE 15% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: DELIVERY REQUIRED DEC - FEB

750-13 DIESEL FUEL #2 (DL2) 165,000 GL

TANK WAGON (TW), INTO 1/9,000 GALLON TANK

ANTICIPATE 15% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: DELIVERY REQUIRED MAR - NOV

750-24 GASOHOL, REG UNL (GUR) 108,000 GL

TANK WAGON (TW), INTO 1/9,000 GALLON TANK

ANTICIPATE 15% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

750-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO 1/9,000 GALLON TANK

ANTICIPATE 15% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 750-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

STATE OF IDAHO

GRASMERE,

ID, USAF, GRASMERE EC SITE, LOC 66 MILES FROM MOUNTAIN HOME ON HIGHWAY 51, 3 MILES PAST GRASMERE, TURN RIGHT OFF HIGHWAY 51 INTO SITE

OWYHEE COUNTY

DELIVERY DODAAC: FP4897

ORDERING OFFICE: 218-828-2440

755-12 DIESEL FUEL #1 (DL1)

50,000 GL

TANK WAGON (TW), INTO 2/2,500 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED MINIMUM DELIVERY: 2,000 GALLONS ESCORT REQUIRED

MOUNTAIN HOME AFB,

ID, USAF, 366 WG, US HIGHWAY 30 AND STATE HIGHWAY 67

ELMORE COUNTY

DELIVERY DODAAC: FP4897

ORDERING OFFICE: 208-828-2440

760-12 DIESEL FUEL #1 (DL1)

600,000 GL

TANK TRUCK (TT), INTO 2/30,000 GALLON TANKS AT BUILDING 1317 1/6,000 GALLON TANK AT BUILDING 1311 ANTICIPATE 80% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED MINIMUM DELIVERY: 6,500 GALLONS DELIVERY PERIOD: OCTOBER - APRIL MULTIPLE DROP

STATE OF IDAHO

760-13 DIESEL FUEL #2 (DL2)

330,000 GL

TANK TRUCK (TT), INTO
2/30,000 GALLON TANKS AT BUILDING 1317
1/6,000 GALLON TANK AT BUILDING 1311
ANTICIPATE 80% ON HIGHWAY USE
METERED DELIVERY TICKET REQUIRED
MINIMUM DELIVERY: 6,500 GALLONS
DELIVERY PERIOD: MAY - SEPTEMBER
MULTIPLE DROP

760-24 GASOHOL, REG UNL (GUR)

460,000 GL

TANK TRUCK (TT), INTO 2/10,000 GALLON TANKS AT BUILDING 1317 2/6,000 GALLON TANKS AT BUILDING 1311 ANTICIPATE 95% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED MULTIPLE DROP

760-28 GASOLINE, REG UNL (MUR)

0 GL

TANK TRUCK (TT), INTO 2/10,000 GALLON TANKS AT BUILDING 1317 2/6,000 GALLON TANKS AT BUILDING 1311 ANTICIPATE 95% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED MULTIPLE DROP NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 760-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

STATE OF IDAHO

760-32 DIESEL FUEL #1 (DF1)

270,000 GL

TANK WAGON (TW), W/ 1 1/2" TO 2" NOZZLE WITH MINIMUM 50FT HOSE. INTO

1/1,500 GALLON TANK

1/1,200 GALLON TANKS

4/1,000 GALLON TANKS

9/500 GALLON TANKS

11/300 GALLON TANKS

1/285 GALLON TANK

ANTICIPATE 0% ON HIGHWAY USE
METERED DELIVERY TICKET REQUIRED
MINIMUM DELIVERY: 1,500 GALLONS

ESCORT REQUIRED

WHITE BIRD,

ID, DA, FOR SERVICE, WALLOWA-WHITMAN NATIONAL FOREST, PITTSBURG LANDING, 17 MILES WEST, VIA GRAVEL ROAD IDAHO COUNTY

DELIVERY FEDAAC:

ORDERING OFFICE: 509-758-0616

B95-24 GASOHOL, REG UNL (GUR)

42,000 GL

TANK WAGON (TW), INTO 1/3,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF IDAHO

B95-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/3,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM B95-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

STATE OF MONTANA

ANACONDA,

 $\mbox{\em MT}\,,\mbox{\em DA}\,,\mbox{\em FOR SERVICE}\,,\mbox{\em CIVILIAN CONSERVATION CENTER}\,,\mbox{\em BITTERROOT}\,\,\mbox{\em N.F.}$

DEER LODGE COUNTY

DELIVERY FEDAAC: 1203L7

ORDERING OFFICE: 406-563-3476

C05-24 GASOHOL, REG UNL (GUR)

60,000 GL

TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF MONTANA

ANACONDA,

MT, DA, FOR SERVICE, CIVILIAN CONSERVATION CENTER, BITTERROOT N.F.

DEER LODGE COUNTY

DELIVERY FEDAAC: 1203L7

ORDERING OFFICE: 406-563-3476

C05-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/1,000 GALLON TANK

ANTICIPATE 0% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM

C05-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

C05-69 DIESEL FUEL #1, HIGH SUL (HS1)

20,000 GL

TANK WAGON (TW), INTO

2/1,000 GALLON TANKS

ANTICIPATE 0% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: OCTOBER - MARCH

C05-70 DIESEL FUEL #2, HIGH SUL (HS2)

20,000 GL

TANK WAGON (TW), INTO 2/1,000 GALLON TANKS

ANTICIPATE 0% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: APRIL - SEPTEMBER

STATE OF MONTANA

* BROWNING,

MT, DI, BIA, BLACKFEET AGENCY, ROAD DEPARTMENT

GLACIER COUNTY

DELIVERY FEDAAC: 140358

ORDERING OFFICE: 406-338-5331

C20-67 DIESEL FUEL #1, LOW SULF (LS1) 30,000 GL

TANK WAGON (TW), INTO 1/10,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: OCTOBER - MARCH

C20-68 DIESEL FUEL #2, LOW SULF (LS2) 300,000 GL

TANK WAGON (TW), INTO 2/10,000 GALLON TANKS 1/5,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: APRIL - SEPTEMBER

DARBY,

MT, DA, FOR SVC, BITTERROOT NATL FOREST, TRAPPER CREEK JOB CORPS CTR, 5139 WEST FORK RD

RAVALLI COUNTY

DELIVERY FEDAAC: 120349

ORDERING OFFICE: 406-821-3269

C40-24 GASOHOL, REG UNL (GUR) 31,500 GL

TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF MONTANA

C40-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM C40-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

FT PECK,

MT, ARMY, COE, MONTANA AREA, (FOR COE, OMAHA)

VALLEY COUNTY

DELIVERY DODAAC: 960300 BILLING DODAAC: 966501

ORDERING OFFICE: 402-221-4117

020-24 GASOHOL, REG UNL (GUR)

36,000 GL

TANK WAGON (TW), INTO 1/9,000 GALLON TANK

COST TO THE GOVERNMENT.

ANTICIPATE 70% ON HIGHWAY USE DELIVERY TICKET REQUIRED

020-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/9,000 GALLON TANK ANTICIPATE 70% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 020-24. AWARD WILL BE MADE AT THE OVERALL LEAST

STATE OF MONTANA

FT WILLIAM H HARRISON,

MT, ARMY, NG, 5 MILES NORTHWEST OF HELENA, (FOR USPFO, MONTANA)

LEWIS AND CLARK COUNTY

DELIVERY DODAAC: W64PTP
BILLING DODAAC: W64PTP

ORDERING OFFICE: 406-841-3448

025-32 DIESEL FUEL #1 (DF1)

330,000 GL

TANK WAGON (TW), INTO 2/4,000 GALLON TANKS

ANTICIPATE 25% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: SEPTEMBER - APRIL

GREAT FALLS,

MT, USAF, ANG, 120 FIG, INTERNATIONAL AIRPORT

CASCADE COUNTY

DELIVERY DODAAC: FP6261

ORDERING OFFICE: 406-791-6246

770-12 DIESEL FUEL #1 (DL1)

30,000 GL

TANK TRUCK (TT), INTO 1/10,000 GALLON TANK

ANTICIPATE 3% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: OCTOBER - MARCH

770-13 DIESEL FUEL #2 (DL2)

30,000 GL

TANK TRUCK (TT), INTO 1/10,000 GALLON TANK

ANTICIPATE 3% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: APRIL -SEPTEMBER

STATE OF MONTANA

770-19 GASOHOL, MID UNL (GUM)

24,000 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK

ANTICIPATE 5% ON HIGHWAY USE DELIVERY TICKET REQUIRED

770-26 GASOLINE, MID UNL (MUM)

0 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK

ANTICIPATE 5% ON HIGHWAY USE DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 770-19. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

HARLEM,

MT, DI, BIA, FORT BELKNAP AGENCY, ROAD CONSTRUCTION SITE, IRRIGATION O & M

BLAINE COUNTY

DELIVERY FEDAAC: 140365

ORDERING OFFICE: 406-353-2205 EXT 242

C60-67 DIESEL FUEL #1, LOW SULF (LS1)

22,000 GL

TANK WAGON (TW), INTO 1/12,000 GALLON TANK 2/1,000 GALLON TANKS ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: OCTOBER - MARCH

STATE OF MONTANA

C60-68 DIESEL FUEL #2, LOW SULF (LS2)

300,000 GL

TANK WAGON (TW), INTO 1/13,000 GALLON TANK 1/8,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: APRIL - SEPTEMBER

* HAVRE,

MT, DI, BIA, ROCKY BOYS AGENCY, ROADS CONSTRUCTION

HILL COUNTY

DELIVERY FEDAAC: 140370

ORDERING OFFICE: 406-395-4280

C71-68 DIESEL FUEL #2, LOW SULF (LS2)

60,000 GL

TANK TRUCK (TT), INTO 1/10,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

PUMP AND METER FURNISHED ON SITE BY ACTIVITY

STATE OF MONTANA

* LAME DEER,

MT, DI, BIA, NORTHERN CHEYENNE AGENCY

ROSEBUD COUNTY

DELIVERY FEDAAC: 140368

ORDERING OFFICE: 406-477-6213

C90-46 FUEL OIL, BURNER #2 (FS2) 30,000 GL

MAX. SULFUR CONTENT 0.05 %

TANK WAGON (TW), INTO

1/4,000 GALLON TANK LOCATED AT AGENCY ROADS SHOP 1/10,000 GALLON TANK LOCATED AT CONSTRUCTION SITE

(16-20 MILES SW OF LAME DEER) DELIVERY TICKET REQUIRED

C90-68 DIESEL FUEL #2, LOW SULF (LS2) 200,000 GL

MAX. SULFUR CONTENT 0.05 %

TANK WAGON (TW), INTO 2/6,000 GALLON TANKS LOCATED AT AGENCY ROADS SHOP 1/10,000 GALLON TANK LOCATED AT CONSTRUCTION SITE

(16-20 MILES SW OF LAME DEER) . ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

MALMSTROM AFB,

MT, USAF, SPC, 341LG, US HIGHWAY 89

CASCADE COUNTY

DELIVERY DODAAC: FP4626

ORDERING OFFICE: 406-731-4026

780-12 DIESEL FUEL #1 (DL1) 550,000 GL

TANK TRUCK (TT), W/PUMP INTO 1/480,000 GALLON TANK AT BUILDING 1710 2/10,000 GALLON TANKS AT BUILDING 448 ANTICIPATE 90% ON HIGHWAY USE

ITEM ESTIMATED NUMBER QUANTITY UI STATE OF MONTANA ______ 780-13 DIESEL FUEL #2 (DL2) 700,000 GL TANK TRUCK (TT), W/PUMP INTO 2/10,000 GALLON TANKS AT BUILDING 448 ANTICIPATE 90% ON HIGHWAY USE DELIVERY: MAY - SEP 780-24 GASOHOL, REG UNL (GUR) 927,000 GL TANK TRUCK (TT), W/PUMP INTO 1/10,000 GALLON TANK AT BLDG 448 1/10,000 GALLON TANKS AT BLDG 1710 ANTICIPATE 90% ON HIGHWAY USE DELIVERY TICKET REQUIRED 780-28 GASOLINE, REG UNL (MUR) 0 GL TANK TRUCK (TT), W/PUMP INTO 1/10,000 GALLON TANK AT BLDG 448 1/10,000 GALLON TANKS AT BLDG 1710 ANTICIPATE 90% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 780-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

STATE OF MONTANA

MALMSTROM AFB,

MT, USAF, SPC, 341LG, US HIGHWAY 87, 5 MILES SOUTHEAST OF STANFORD 69 MILES FROM MALMSTROM AFB, (MM SITE LCF C-1)

JUDITH BASIN COUNTY

DELIVERY DODAAC: FP4626

ORDERING OFFICE: 406-731-4026

781-12 DIESEL FUEL #1 (DL1)

30,000 GL

TANK WAGON (TW), INTO 1/12,000 GALLON TANK 1/250 GALLON TANK ANTICIPATE 90% ON HIGHWAY USE DELIVERY TICKET REQUIRED ESCORT REQUIRED

781-24 GASOHOL, REG UNL (GUR)

30,000 GL

TANK WAGON (TW), INTO 1/2,000 GALLON TANK ANTICIPATE 98% ON HIGHWAY USE DELIVERY TICKET REQUIRED ESCORT REQUIRED

TANK WAGON (TW), INTO 1/2,000 GALLON TANK

781-28 GASOLINE, REG UNL (MUR)

0 GL

ANTICIPATE 98% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
ESCORT REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
781-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

STATE OF MONTANA

MALMSTROM AFB,

MT, USAF, SPC, 341LG, US HIGHWAY 191, 4.5 MILES WEST OF WINFRED ON GRAVEL ROAD, 142 MILES FROM MALMSTROM AFB, (MM SITE LCF E-1) FERGUS COUNTY

DELIVERY DODAAC: FP4626

ORDERING OFFICE: 406-731-4026

782-12 DIESEL FUEL #1 (DL1)

30,000 GL

TANK WAGON (TW), INTO 1/12,000 GALLON TANK 1/300 GALLON TANK 1/250 GALLON TANK ANTICIPATE 90% ON HIGHWAY USE DELIVERY TICKET REQUIRED ESCORT REQUIRED

MALMSTROM AFB,

MT, USAF, SPC, 341LG, US HIGHWAY 191, 1.2 MILES WEST OF HARLOWTON 123 MILES FROM MALMSTROM AFB, (MM SITE LCF $\kappa-1$) WHEATLAND COUNTY

DELIVERY DODAAC: FP4626

ORDERING OFFICE: 406-731-4026

784-12 DIESEL FUEL #1 (DL1)

30,000 GL

TANK WAGON (TW), INTO 1/12,000 GALLON TANK 1/1,000 GALLON TANK 1/600 GALLON TANK ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED ESCORT REQUIRED

STATE OF MONTANA

MALMSTROM AFB,

MT, USAF, SPC, 341LG, US HIGHWAY 191, 1.1 MILE NORTH OF JUDITH GAP 103 MILE FROM MALMSTROM AFB, (MM SITE LCF L-1) WHEATLAND COUNTY

DELIVERY DODAAC: FP4626

ORDERING OFFICE: 406-731-4026

785-12 DIESEL FUEL #1 (DL1)

33,000 GL

TANK WAGON (TW), INTO 1/12,000 GALLON TANK 1/1,000 GALLON TANK 1/250 GALLON TANK ANTICIPATE 90% ON HIGHWAY USE DELIVERY TICKET REQUIRED ESCORT REQUIRED

MALMSTROM AFB,

MT, USAF, SPC, 341LG, US HIGHWAY 87, 11 MILES WEST OF LEWISTOWN 98 MILES EAST OF GREAT FALLS, (MM SITE LCF M-1) FERGUS COUNTY

DELIVERY DODAAC: FP4626

ORDERING OFFICE: 406-731-4026

786-24 GASOHOL, REG UNL (GUR)

42,500 GL

TANK WAGON (TW), INTO 1/2,000 GALLON TANK ANTICIPATE 98% ON HIGHWAY USE DELIVERY TICKET REQUIRED ESCORT REQUIRED

STATE OF MONTANA

786-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO
1/2,000 GALLON TANK
ANTICIPATE 98% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
ESCORT REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
786-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

MILES CITY,

 $\mbox{\rm MT}\,,\mbox{\rm DA}\,,\mbox{\rm LIVESTOCK}$ AND RANGE RESEARCH STATION, ROUTE 1

CUSTER COUNTY

DELIVERY FEDAAC: 120311

ORDERING OFFICE: 406-232-8214

D10-24 GASOHOL, REG UNL (GUR)

54,000 GL

TANK WAGON (TW), INTO 2/2,000 GALLON TANKS

ANTICIPATE 20% ON HIGHWAY USE DELIVERY TICKET REQUIRED

D10-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 2/2,000 GALLON TANKS
ANTICIPATE 20% ON HIGHWAY USE DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM

D10-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

ITEM ESTIMATED NUMBER QUANTITY UI STATE OF MONTANA _____ D10-69 DIESEL FUEL #1, HIGH SUL (HS1) 16,500 GL TANK WAGON (TW), INTO 1/2,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE D10-70 DIESEL FUEL #2, HIGH SUL (HS2) 16,500 GL TANK WAGON (TW), INTO 1/2,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE ******************** MISSOULA, MT, DA, FOR SERVICE, ENGINEER SHOP, 1615 CATLIN STREET MISSOULA COUNTY DELIVERY FEDAAC: 120344 ORDERING OFFICE: 406-329-3698

D20-08 RFG REGULAR UNLEADED (MRR)

60,000 GL

TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 95% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF MONTANA

* POPLAR,

MT, DI, BIA, FORT PECK INDIAN AGENCY, ROADS DEPARTMENT

ROOSEVELT COUNTY

DELIVERY FEDAAC: 140366

ORDERING OFFICE: 406-768-5307

D40-67 DIESEL FUEL #1, LOW SULF (LS1) 30,000 GL

TANK WAGON (TW), INTO 1/1,500 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: OCTOBER - MARCH

D40-68 DIESEL FUEL #2, LOW SULF (LS2) 150,000 GL

TANK WAGON (TW), INTO 1/1,500 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: APRIL - SEPTEMBER

* POPLAR,

MT, DI, FORT PECK AGENCY, ROADS DEPARTMENT AND ROADS CONSTRUCTION

SITE

ROOSEVELT COUNTY

DELIVERY FEDAAC: 140336

ORDERING OFFICE: 406-768-5307

D41-68 DIESEL FUEL #2, LOW SULF (LS2) 300,000 GL

TANK WAGON (TW), INTO 1/6,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

STATE OF MONTANA

PRYOR

MT, DI, BIA, PRYOR ROAD, 33 MILES SOUTH OF BILLINGS, MT, (CROW INDIAN AGENCY)

BIGHORN COUNTY

DELIVERY FEDAAC: 148034

ORDERING OFFICE: 406-638-2221

D45-68 DIESEL FUEL #2, LOW SULF (LS2) 225,000 GL

> TANK TRUCK (TT), W/PUMP INTO 2/10,000 GALLON TANKS ANTICIPATE 10% ON HIGHWAY USE DELIVERY TICKET REQUIRED MULTIPLE DROP

RONAN,

MT, DL, KICKING HORSE REGIONAL RESIDENTIAL MANPOWER CENTER

LAKE COUNTY

DELIVERY DODAAC: 160314

ORDERING OFFICE: 406-644-2217

D50-46 FUEL OIL, BURNER #2 (FS2) 60,000 GL

MAX. SULFUR CONTENT 0 DEG F

TANK WAGON (TW), INTO 3/5,000 GALLON TANKS 1/1,500 GALLON TANK 1/1,000 GALLON TANK 1/500 GALLON TANK

DELIVERY TICKET REQUIRED

D50-67 DIESEL FUEL #1, LOW SULF (LS1) 60,000 GL

> TANK WAGON (TW), INTO 1/1,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: OCTOBER - MAR

STATE OF MONTANA

D50-68 DIESEL FUEL #2, LOW SULF (LS2)

60,000 GL

TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY: APR - SEP

ST MARY,

MT, DI, NATIONAL PARK SERVICE, GLACIER NATIONAL PARK, SAINT MARY FUEL

HOUSE

GLACIER COUNTY

DELIVERY FEDAAC: 140303

ORDERING OFFICE: 406-888-7870

D55-24 GASOHOL, REG UNL (GUR)

80,000 GL

TANK TRUCK (TT), W/PUMP INTO

1/12,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED

D55-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), W/PUMP INTO

1/12,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE

METERED DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM

D55-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

STATE OF MONTANA

D55-681 DIESEL FUEL #2, LOW SULF (LS2)

MAX. CLOUD POINT -20 DEG F

TANK WAGON (TW), INTO 1/4,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: OCTOBER - MARCH

D55-682 DIESEL FUEL #2, LOW SULF (LS2)

45,000 GL

8,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: APRIL - SEPTEMBER

* WEST GLACIER,

MT, DI, NATIONAL PARK SERVICE, GLACIER NATIONAL PARK, PARK HQ FUEL

HOUSE 1/2 MILE NORTH

FLATHEAD COUNTY

DELIVERY FEDAAC: 140303

ORDERING OFFICE: 406-888-7870

D85-24 GASOHOL, REG UNL (GUR)

140,000 GL

TANK TRK/TRL (TTR), INTO

1/12,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED

STATE OF MONTANA

D85-28 GASOLINE, REG UNL (MUR)

0 GL

TANK TRK/TRL (TTR), INTO 1/12,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM D85-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

D85-681 DIESEL FUEL #2, LOW SULF (LS2)
MAX. CLOUD POINT -20 DEG F

15,000 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: OCTOBER - MARCH

D85-682 DIESEL FUEL #2, LOW SULF (LS2)

40,000 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK

ANTICIPATE 0% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY REQUIRED: APRIL - SEPTEMBER

STATE OF OREGON

BAKER

OR, DA, FOR SERVICE, WALLOWA-WHITMAN NATIONAL FOREST, WAREHOUSE, 11TH AND H STREETS

BAKER COUNTY

DELIVERY FEDAAC: 1204M1

ORDERING OFFICE: 541-523-1986

E01-24 GASOHOL, REG UNL (GUR)

195,000 GL

TANK WAGON (TW), INTO 1/8,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

E01-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/8,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM ${\tt E01-24.}$ AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

STATE OF OREGON

BEND,

OR, DA, FOR SERVICE, DESCHUTES NATIONAL FOR, 75 SOUTHEAST SCOTT STREET

DESCHUTES COUNTY

DELIVERY FEDAAC: 1204MM

ORDERING OFFICE: 503-383-5554

E10-24 GASOHOL, REG UNL (GUR)

300,000 GL

TANK WAGON (TW), INTO

1/6,000 GALLON TANK AT ADMINISTRATIVE SITE

1/1,000 GALLON TANK AT CABIN LAKE GUARD STATION

1/1,000 GALLON TANK AT SNOW CREEK GUARD STATION

1/1,000 GALLON TANK AT PAULINA RECREATION GUARD

STATION

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

E10-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO

1/6,000 GALLON TANK AT ADMINISTRATIVE SITE

1/1,000 GALLON TANK AT CABIN LAKE GUARD STATION

1/1,000 GALLON TANK AT SNOW CREEK GUARD STATION

1/1,000 GALLON TANK AT PAULINA RECREATION GUARD

STATION

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM

 ${\tt E10-24.}$ AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

E10-67 DIESEL FUEL #1, LOW SULF (LS1)

75,000 GL

TANK WAGON (TW), INTO

1/2,500 GALLON TANK AT ADMINISTRATIVE SITE

1/1,000 GALLON TANK AT PINE BEND NURSERY

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY PERIOD: OCTOBER - APRIL

STATE OF OREGON

E10-68 DIESEL FUEL #2, LOW SULF (LS2)

85,000 GL

TANK WAGON (TW), INTO 1/2,500 GALLON TANK AT ADMINISTRATIVE SITE 1/1,000 GALLON TANK AT BEND PINE NURSERY ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY PERIOD: MAY - SEPTEMBER

BLUE RIVER,

OR, DA, FOR SERVICE, WILLAMETTE NATIONAL FOREST, MCKENZIE BRIDGE, MCKENZIE WORK CENTER, 1/8 MILE SOUTH OF US 126 ON HORSE CREEK ROAD LANE COUNTY

DELIVERY FEDAAC: 1204S0

ORDERING OFFICE: 541-822-3317

E20-19 GASOHOL, MID UNL (GUM)

165,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

E20-26 GASOLINE, MID UNL (MUM)

0 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM E20-19. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

75,000 GL

ITEM ESTIMATED NUMBER OUANTITY UI

STATE OF OREGON

BLUE RIVER,

OR, DA, FOR SERVICE, WILLAMETTE NATIONAL FOREST, RANGER STATION ON US 1.26

126

LANE COUNTY

DELIVERY FEDAAC: 1204R5

ORDERING OFFICE: 503-822-3317

E21-24 GASOHOL, REG UNL (GUR)

TANK WAGON (TW), INTO 1/4,000 GALLON TANK

ANTICIPATE 25% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

E21-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK

ANTICIPATE 25% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM

E21-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

E21-68 DIESEL FUEL #2, LOW SULF (LS2) 30,000 GL

TANK WAGON (TW), INTO 1/2,500 GALLON TANK

ANTICIPATE 12% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

STATE OF OREGON

BUTTE FALLS,

OR, DA, FOREST SERVICE, ROGUE RIVER NATIONAL FOREST, RANGER STATION JACKSON COUNTY

DELIVERY FEDAAC: 1204P1

ORDERING OFFICE: 541-858-2385

E50-24 GASOHOL, REG UNL (GUR)

60,000 GL

TANK WAGON (TW), INTO 1/2,500 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

E50-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/2,500 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM ${\tt E50-24}$. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

CASCADE LOCKS,

OR, ARMY, COE, BONNEVILLE PROJECT, 38 MILES EAST OF PORTLAND OFF I-84, (FOR COE, PORTLAND)

MULTNOMAH COUNTY

DELIVERY DODAAC: 960404 BILLING DODAAC: 960426

ORDERING OFFICE: 503-326-6419

050-24 GASOHOL, REG UNL (GUR)

69,000 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK 1/2,000 GALLON TANK ANTICIPATE 83% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF OREGON

050-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO
1/5,000 GALLON TANK
1/2,000 GALLON TANK
ANTICIPATE 83% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
050-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

CHARLESTON,

OR, DT, CG, COOS BAY STATION

COOS COUNTY

DELIVERY FEDAAC: Z30478

ORDERING OFFICE: 503-888-3266

E60-69 DIESEL FUEL #1, HIGH SUL (HS1)

285,000 GL

TANK WAGON (TW), INTO 1/2,000 GALLON TANK

ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF OREGON

* COTTAGE GROVE,

OR, DI, BUREAU OF LAND MANAGEMENT, SOUTH VALLEY MAINTENANCE UNIT, 6 MILES SOUTHEAST OF COTTAGE GROVE ON LONDON ROAD, 1 MILE SOUTH ON WHITE CREEK ROAD

LANE COUNTY

DELIVERY FEDAAC: 1404E6

ORDERING OFFICE: 503-683-6457

E80-68 DIESEL FUEL #2, LOW SULF (LS2) 50,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 30% ON HIGHWAY USE DELIVERY TICKET REQUIRED

* CRATER LAKE,

OR, DI, CRATER LAKE NATL PARK, 58 MI N OF KLAMATH FALLS, STATE ROUTE 62

KLAMATH COUNTY

DELIVERY FEDAAC: 140404

ORDERING OFFICE: 503-594-2211 EXT 502

E90-24 GASOHOL, REG UNL (GUR) 60,000 GL

TANK WAGON (TW), W/VAPOR RECOVERY EQUIPMENT INTO 1/6,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

E90-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), W/VAPOR RECOVERY EQUIPMENT INTO 1/6,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
E90-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

STATE OF OREGON

E90-681 DIESEL FUEL #2, LOW SULF (LS2)

120,000 GL

TANK TRUCK (TT), TT W/PUMP INTO

1/12,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

LOADING RACK METERED DELIVERY TICKET REQUIRED

E90-682 DIESEL FUEL #2, LOW SULF (LS2)

90,000 GL

TANK WAGON (TW), INTO 3/2,000 GALLON TANKS 1/1,500 GALLON TANK 3/1,000 GALLON TANKS 9/600 GALLON TANKS

ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

DETROIT,

OR, DA, FOR SERVICE, WILLAMETTE NATIONAL FOREST, DETROIT RANGER STATION, WORK CENTER, 1/4 MILE WEST OF RANGER DISTRICT MARION COUNTY

DELIVERY FEDAAC: 1204SS

ORDERING OFFICE: 503-854-3366

F05-24 GASOHOL, REG UNL (GUR)

150,000 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF OREGON

F05-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM F05-24. AWARD WILL BE MADE AT THE OVERALL LEAST

F05-68 DIESEL FUEL #2, LOW SULF (LS2)

COST TO THE GOVERNMENT.

36,000 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY TICKET REQUIRED

DUFUR,

OR, DA, FOR SERVICE, MT HOOD NATIONAL FORT, 15 MILES SOUTH OF THE DALLES, ON US HIGHWAY 197

WASCO COUNTY

DELIVERY FEDAAC: 120467

ORDERING OFFICE: 541-467-2291

F10-24 GASOHOL, REG UNL (GUR)

60,000 GL

TANK WAGON (TW), INTO 1/2,500 GALLON TANK ANTICIPATE 25% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF OREGON

F10-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/2,500 GALLON TANK ANTICIPATE 25% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM F10-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

ESTACADA,

OR, DA, FOR SERVICE, MT HOOD NATIONAL FOREST, TIMBER LAKE JOB CORPS CENTER, 26 MILES SOUTHEAST ON HIGHWAY 224 CLACKAMAS COUNTY

DELIVERY FEDAAC: 120F10

ORDERING OFFICE: 503-834-2291

F15-24 GASOHOL, REG UNL (GUR)

30,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

F15-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM F15-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

STATE OF OREGON

EUGENE ,

OR, USPS, WEST STATION, 950 TYINN STREET 97402-9998

LAKE COUNTY

DELIVERY FEDAAC: 1804XX

ORDERING OFFICE: 503-341-3653

F17-24 GASOHOL, REG UNL (GUR)

63,000 GL

TANK TRK/TRL (TTR), INTO

1/10,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

F17-28 GASOLINE, REG UNL (MUR)

0 GL

TANK TRK/TRL (TTR), INTO 1/10,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM F17-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

GARIBALDI,

OR, DT, CG, TILLAMOOK BAY LIFEBOAT STA

TILLAMOOK COUNTY

DELIVERY FEDAAC: Z30496

ORDERING OFFICE: 503-322-3531/3246

F25-70 DIESEL FUEL #2, HIGH SUL (HS2)

30,000 GL

TANK WAGON (TW), INTO

1/3,000 GALLON TANK

1/675 GALLON TANK

1/550 GALLON TANK

1/500 GALLON TANK

1/110 GALLON TANK

ANTICIPATE 0% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

STATE OF OREGON

HERMISTON,

OR, ARMY, UMATILLA ARMY DEPOT, 10 MILES SOUTHWEST

UMATILLA COUNTY

DELIVERY DODAAC: W66G2Z BILLING DODAAC: W67G2Z

ORDERING OFFICE: 801-833-3171

070-13 DIESEL FUEL #2 (DL2)

50,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO

1/50,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0700-1330 MONDAY THRU THURSDAY

070-24 GASOHOL, REG UNL (GUR)

200,000 GL

TANK TRK/TRL (TTR), INTO

1/50,000 GALLON TANK

ANTICIPATE 1% ON HIGHWAY USE

DELIVERY HOURS: 0700-1330 MONDAY THRU THURSDAY

070-28 GASOLINE, REG UNL (MUR)

0 GL

TANK TRK/TRL (TTR), INTO

1/50,000 GALLON TANK

ANTICIPATE 1% ON HIGHWAY USE

DELIVERY HOURS: 0700-1330 MONDAY THRU THURSDAY NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 070-24. AWARD WILL BE MADE AT THE OVERALL LEAST

STATE OF OREGON

JACKSONVILLE,

OR, DA, FOREST SERVICE, ROGUE RIVER NATIONAL FOREST, STAR RANGER

STATION, 15 MILES SOUTHWEST

JACKSON COUNTY

DELIVERY FEDAAC: 1204PP

ORDERING OFFICE: 541-858-2385

F35-24 GASOHOL, REG UNL (GUR) 60,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

F35-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM

F35-24. AWARD WILL BE MADE AT THE OVERALL LEAST

STATE OF OREGON

KINGSLEY FIELD,

OR, USAF, ANG, 173FW, LGSF, 3 MILES SOUTH OF KLAMATH FALLS ON US 97, EAST 3 MILES ON JOE WRIGHT ROAD

KLAMATH COUNTY

DELIVERY DODAAC: FP6372

ORDERING OFFICE: 503-885-6423

800-13 DIESEL FUEL #2 (DL2)

70,000 GL

TANK WAGON (TW), INTO 1/6,000 GALLON TANK

1/1,200 GALLON MOBILE REFUELER

1/550 GALLON TANK

ANTICIPATE 6% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DRIVER TO REPORT TO BLDG 310 PRIOR TO DELIVERY

ESCORT REQUIRED

800-24 GASOHOL, REG UNL (GUR)

40,000 GL

TANK WAGON (TW), INTO 1/6,000 GALLON TANK

ANTICIPATE 7% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DRIVER TO REPORT TO BLDG 310 PRIOR TO DELIVERY

ESCORT REQUIRED

800-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/6,000 GALLON TANK

ANTICIPATE 7% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DRIVER TO REPORT TO BLDG 310 PRIOR TO DELIVERY

ESCORT REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM

800-24. AWARD WILL BE MADE AT THE OVERALL LEAST

STATE OF OREGON

MAUPIN

OR, DA, FOR SERVICE, MT HOOD NATIONAL FOREST, BEAR SPRINGS RANGER STATION, 24 MILES WEST ON HIGHWAY 216

WASCO COUNTY

DELIVERY FEDAAC: 1204U5

ORDERING OFFICE: 541-328-6211

F60-24 GASOHOL, REG UNL (GUR)

30,000 GL

TANK WAGON (TW), INTO 1/6,000 GALLON TANK

ANTICIPATE 55% ON HIGHWAY USE DELIVERY TICKET REQUIRED

F60-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/6,000 GALLON TANK

ANTICIPATE 55% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM F60-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

F60-68 DIESEL FUEL #2, LOW SULF (LS2)

20,000 GL

TANK WAGON (TW), INTO 1/8,000 GALLON TANK 2/675 GALLON TANKS 3/500 GALLON TANKS ANTICIPATE 5% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF OREGON

NORTH BEND,

OR, DT, CG, AIR STATION, NORTH BEND MUNICIPAL AIRPORT

COOS COUNTY

DELIVERY FEDAAC: Z20276

ORDERING OFFICE: 503-756-9261

150,000 GL F75-46 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), INTO 1/3,000 GALLON TANK 1/1,000 GALLON TANK DELIVERY TICKET REQUIRED

OAKRIDGE,

OR, DA, FOR SERVICE, WILLIAMETTE NATIONAL FOR, RIGDON RANGER STATION, 49098 SALMON CREEK ROAD

LANE COUNTY

DELIVERY FEDAAC: 1204R7

ORDERING OFFICE: 503-782-2283

F80-24 GASOHOL, REG UNL (GUR) 60,000 GL

> TANK WAGON (TW), INTO 1/4,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE DELIVERY TICKET REQUIRED

F80-28 GASOLINE, REG UNL (MUR) 0 GL

> TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM F80-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

STATE OF OREGON

F80-68 DIESEL FUEL #2, LOW SULF (LS2)

76,000 GL

TANK WAGON (TW), INTO 1/2,500 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY TICKET REQUIRED

PAULINA,

OR, DA, FOREST SERVICE, OCHOCO NATIONAL FOREST, RAGER RAN STATION, 15 MILES NORTHEAST CROOK COUNTY

DELIVERY FEDAAC: 1204N2

ORDERING OFFICE: 541-477-3713

F95-24 GASOHOL, REG UNL (GUR)

30,000 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

F95-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM F95-24. AWARD WILL BE MADE AT THE OVERALL LEAST

STATE OF OREGON

PORTLAND

OR, CG, 6767 N. BASIN AVE

MULTNOMAH COUNTY

DELIVERY FEDAAC: Z33270

ORDERING OFFICE: 503-240-9332

G04-24 GASOHOL, REG UNL (GUR)

7,000 GL

TANK WAGON (TW), W/2 INCH CAMLOCK CONNECTION INTO 1/1,500 GALLON ABOVE GROUND TANK(S)

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY REQUIRED ON A 24 HOUR NOTICE, 7 DAYS PER

WEEK, MAY INCLUDE HOLIDAYS.

G04-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), W/2 INCH CAMLOCK CONNECTION INTO 1/1,500 GALLON ABOVE GROUND TANK(S)

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY REQUIRED ON A 24 HOUR NOTICE, 7 DAYS PER

WEEK, MAY INCLUDE HOLIDAYS.

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM

G04-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

* PORTLAND

OR, VA, MEDICAL CENTER, PORTLAND DIVISION, 3710 SOUTHWEST US VETERANS HOSPITAL ROAD

MULTNOMAH COUNTY

DELIVERY FEDAAC: 360403

ORDERING OFFICE: 503-220-8262 EXT 6390

G08-46 FUEL OIL, BURNER #2 (FS2)

30,000 GL

TANK WAGON (TW), INTO 2/25,000 GALLON TANKS DELIVERY TICKET REQUIRED

STATE OF OREGON

PORTLAND,

OR, USAF, ANG, 142 FIG, INTERNATIONAL AIRPORT

MULTNOMAH COUNTY

DELIVERY DODAAC: FP6371

ORDERING OFFICE: 503-335-4490

810-13 DIESEL FUEL #2 (DL2)

186,000 GL

TANK WAGON (TW), INTO

2/5,000 GALLON TANKS

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

MINIMUM DELIVERY: 3,000 GALLONS

DRIVER REPORT TO BLDG 430 PRIOR TO DELIVERY

ESCORT REQUIRED

810-24 GASOHOL, REG UNL (GUR)

116,100 GL

TANK WAGON (TW), INTO

2/5,000 GALLON TANKS

ANTICIPATE 27% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

MINIMUM DELIVERY: 3,000 GALLONS

DRIVER REPORT TO BLDG 430 PRIOR TO DELIVERY

ESCORT REQUIRED

810-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO

2/5,000 GALLON TANKS

ANTICIPATE 27% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

MINIMUM DELIVERY: 3,000 GALLONS

DRIVER REPORT TO BLDG 430 PRIOR TO DELIVERY

ESCORT REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM

810-24. AWARD WILL BE MADE AT THE OVERALL LEAST

STATE OF OREGON

PORTLAND,

OR, USPS, 97208-9604, VMF, 918 NORTHWEST PARK AVENUE

MULTNOMAH COUNTY

DELIVERY FEDAAC: 180443

ORDERING OFFICE: 503-221-3521

G06-68 DIESEL FUEL #2, LOW SULF (LS2) 588,000 GL

TANK TRK/TRL (TTR), INTO 1/10,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

POWERS

OR, DA, FOREST SERVICE, SISKIYOU NATIONAL FOREST, POWERS RANGER STATION

COOS COUNTY

DELIVERY FEDAAC: 1204Q7

ORDERING OFFICE: 503-479-5301

G15-24 GASOHOL, REG UNL (GUR) 45,000 GL

TANK WAGON (TW), INTO 1/2,500 GALLON TANK ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

G15-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO 1/2,500 GALLON TANK ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM G15-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

STATE OF OREGON

PRINEVILLE,

OR, DA, FOREST SERVICE, OCHOCO RANGER STATION, 25 MILES EAST CROOK COUNTY

DELIVERY FEDAAC: 1204N1

ORDERING OFFICE: 541-447-6845

G25-24 GASOHOL, REG UNL (GUR) 45,000 GL

TANK WAGON (TW), INTO 1/2,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

G25-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/2,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM G25-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

OR, DA, FOREST SERVICE, ROGUE RIVER NATIONAL FOREST, 1/2 MILE NORTH OF RANGER STATION

JACKSON COUNTY

DELIVERY FEDAAC: 1204PO

ORDERING OFFICE: 541-858-2395

G35-24 GASOHOL, REG UNL (GUR) 63,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF OREGON

G35-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM G35-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

RHODODENDRON,

OR, DA, FOR SERVICE, MT HOOD NATIONAL FOREST, ZIGZAG RANGER STA. CLACKAMAS COUNTY

DELIVERY FEDAAC: 1204VO

ORDERING OFFICE: 503-622-3191

G55-24 GASOHOL, REG UNL (GUR)

60,000 GL

TANK WAGON (TW), INTO 2/2,500 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

G55-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 2/2,500 GALLON TANKS
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
G55-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

STATE OF OREGON

G55-68 DIESEL FUEL #2, LOW SULF (LS2)

25,000 GL

TANK WAGON (TW), INTO 1/2,500 GALLON TANK ANTICIPATE 5% ON HIGHWAY USE DELIVERY TICKET REQUIRED

ROSEBURG,

OR, DA, FOR SERVICE, UMPQUA NATIONAL FOR, TOKETEE RANGER STATON, 65 MILES EAST

DOUGLAS COUNTY

DELIVERY FEDAAC: 1204T3

ORDERING OFFICE: 541-498-2531

G66-24 GASOHOL, REG UNL (GUR)

97,500 GL

TANK WAGON (TW), INTO 1/3,000 GALLON TANK

ANTICIPATE 80% ON HIGHWAY USE DELIVERY TICKET REQUIRED

G66-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/3,000 GALLON TANK ANTICIPATE 80% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM

G66-24. AWARD WILL BE MADE AT THE OVERALL LEAST

STATE OF OREGON

G66-68 DIESEL FUEL #2, LOW SULF (LS2)

55,500 GL

TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 20% ON HIGHW

ANTICIPATE 20% ON HIGHWAY USE DELIVERY TICKET REQUIRED

RUFUS,

OR, ARMY, COE, JOHN DAY DAM SITE, APPROXIMATELY 26 MILES UPSTREAM FROM THE DALLES DAM, (FOR COE, PORTLAND)

SHERMAN COUNTY

DELIVERY DODAAC: 960438 BILLING DODAAC: 960426

ORDERING OFFICE: 503-326-6419

170-13 DIESEL FUEL #2 (DL2)

30,000 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK

ANTICIPATE 20% ON HIGHWAY USE DELIVERY TICKET REQUIRED

170-24 GASOHOL, REG UNL (GUR)

50,000 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK

ANTICIPATE 20% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF OREGON

170-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK ANTICIPATE 20% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 170-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

SHERIDAN

OR, DJ, FEDERAL CORRECTION INSTITUION, 27072 BALLSTON ROAD YAMHILL COUNTY

DELIVERY FEDAAC: 150420

ORDERING OFFICE: 503-843-4442, EXT 156

G75-24 GASOHOL, REG UNL (GUR)

90,000 GL

TANK WAGON (TW), INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

G75-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO
1/3,000 GALLON ABOVE GROUND TANK(S)
ANTICIPATE 40% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
G75-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

STATE OF OREGON

G75-68 DIESEL FUEL #2, LOW SULF (LS2)

45,000 GL

TANK WAGON (TW), INTO 1/6,000 GALLON ABOVE GROUND TANK(S) 1/5,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 30% ON HIGHWAY USE DELIVERY TICKET REQUIRED

THE DALLES,

OR, ARMY, COE, APPROXIMATELY 4 MILES UPSTREAM FROM THE DALLES DAM, THE DALLES-JOHN DAY PROJECT, (FOR COE, PORTLAND)

WASCO COUNTY

DELIVERY DODAAC: 960410
BILLING DODAAC: 960426
ORDERING OFFICE: 503-326-6419

ORDERLING OFFICE SUS SEC UTIES

180-13 DIESEL FUEL #2 (DL2)

40,000 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK 1/1,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

180-24 GASOHOL, REG UNL (GUR)

125,000 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF OREGON

180-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 180-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

TILLER,

OR, DA, FOR SERVICE, UMPQUA NATIONAL FOREST, TILLER RANGER STATION DOUGLAS COUNTY

DELIVERY FEDAAC: 1204T7

ORDERING OFFICE: 541-825-3201

H10-24 GASOHOL, REG UNL (GUR)

75,000 GL

TANK WAGON (TW), INTO 1/2,500 GALLON TANK ANTICIPATE 80% ON HIGHWAY USE DELIVERY TICKET REQUIRED

H10-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/2,500 GALLON TANK ANTICIPATE 80% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM H10-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

STATE OF OREGON

H10-68 DIESEL FUEL #2, LOW SULF (LS2)

30,000 GL

TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 20% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

UMATILLA,

OR, ARMY, COE, MCNARY DAM, 1 MILE EAST AND VICINITY, (FOR COE, WALLA

WALLA)

UMATILLA COUNTY

DELIVERY DODAAC: 960401 BILLING DODAAC: 960505

ORDERING OFFICE: 503-541-3215

190-13 DIESEL FUEL #2 (DL2)

90,000 GL

TANK WAGON (TW), INTO 1/3,800 GALLON TANK

ANTICIPATE 85% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

190-24 GASOHOL, REG UNL (GUR)

45,000 GL

TANK WAGON (TW), INTO 1/2,600 GALLON TANK

ANTICIPATE 75% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF OREGON

190-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/2,600 GALLON TANK ANTICIPATE 75% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 190-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

UNITY,

OR, DA, FOR SERVICE, WALLOWA-WHITMAN NATIONAL FOR, RANGER STATION BAKER COUNTY

DELIVERY FEDAAC: 1204NN

ORDERING OFFICE: 541-446-3351

H20-24 GASOHOL, REG UNL (GUR)

36,000 GL

TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

H20-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM H20-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

STATE OF OREGON

WEST FIR,

OR, DA, WILLAMETTE NATIONAL FOR, OAKRIDGE RANGER DISTRICT, 46375

HIGHWAY 58 LANE COUNTY

ANE COUNTY

DELIVERY FEDAAC: 1204S1

ORDERING OFFICE: 503-782-2291

H30-24 GASOHOL, REG UNL (GUR) 60,000 GL

TANK WAGON (TW), INTO 1/3,500 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

H30-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO 1/3,500 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM

H30-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

H30-68 DIESEL FUEL #2, LOW SULF (LS2) 76,000 GL

TANK WAGON (TW), INTO 1/2,500 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

STATE OF OREGON

WHITE CITY,

OR, VA, DOMICILIARY, 10 MILES NORTH OF MEDFORD ON CRATER LAKE HIGHWAY

JACKSON COUNTY

DELIVERY FEDAAC: 360402

ORDERING OFFICE: 541-826-2111 EXT 3223

H40-24 GASOHOL, REG UNL (GUR)

200,800 GL

TANK WAGON (TW), INTO 1/3,000 GALLON TANK

ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

H40-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/3,000 GALLON TANK

ANTICIPATE 0% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM $\rm H40-24$. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

H40-46 FUEL OIL, BURNER #2 (FS2)

86,000 GL

TANK TRUCK (TT), INTO 4/25,000 GALLON TANKS THIS FACILITY USES NATU

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

STATE OF OREGON

H40-70 DIESEL FUEL #2, HIGH SUL (HS2)

37,200 GL

TANK WAGON (TW), INTO 2/2,000 GALLON TANKS 1/1,000 GALLON TANK 1/500 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE

STATE OF WASHINGTON

AMBOY,

WA, DA, FOR SERVICE, GIFFORD PINCHOT NATIONAL FOREST, MOUNT ST HELENS N.V.M., $4~\mathrm{MILES}$ EAST

CLARK COUNTY

DELIVERY FEDAAC: 1205L5

ORDERING OFFICE: 206-750-3900

J05-24 GASOHOL, REG UNL (GUR)

108,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF WASHINGTON

AMBOY

WA, DA, FOR SERVICE, GIFFORD PINCHOT NATIONAL FOREST, MOUNT ST HELENS N.V.M., $4~\mathrm{MILES}$ EAST

CLARK COUNTY

DELIVERY FEDAAC: 1205L5

ORDERING OFFICE: 206-750-3900

J05-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM J05-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

AMERICAN LAKE

 $\mbox{WA}\,,\mbox{ VA}\,,\mbox{ MEDICAL CENTER}\,,\mbox{ 14 MILES SOUTH OF TACOMA}$

PIERCE COUNTY

DELIVERY FEDAAC: 360506

ORDERING OFFICE: 206-582-9300

J10-46 FUEL OIL, BURNER #2 (FS2)

2,025,000 GL

TANK TRUCK (TT), INTO 2/30,000 GALLON TANKS 2/18,000 GALLON TANKS MULTIPLE DROP

STATE OF WASHINGTON

ASHFORD

WA, DI, NATIONAL PARK SERVICE, MT RAINIER NATIONAL PARK, PARADISE AREA, 26 MILES EAST

PIERCE COUNTY

DELIVERY FEDAAC: 140513

ORDERING OFFICE: 360-569-2211

J15-70 DIESEL FUEL #2, HIGH SUL (HS2)

165,000 GL

TANK WAGON (TW), INTO 2/10,000 GALLON TANKS JACKSON VISITOR CENTER 1/2,000 GALLON TANK AT THE WASTE WATER TREATMENT PLANT

1/1,100 GALLON TANK AT EMPLOYEE DORM
ANTICIPATE 0% ON HIGHWAY USE
TRUCK & DRIVER MUST BE AT LONGMIRE NOT LATER THAN
1/2 HOUR PAST AGREED TIME DUE TO INCLEMENT
WEATHER

CONDITIONS. CHAINS REQUIRED FOR ICY ROAD CONDITIONS. FOR HEATING ONLY, CONTACT ORDERING OFFICE PRIOR TO DELIVERY.

STATE OF WASHINGTON

BANGOR,

 $\mathtt{WA}\,,\ \mathtt{NAVY}\,,\ \mathtt{NAVAL}\ \mathtt{SUBMARINE}\ \mathtt{BASE}\,,\ \mathtt{5}\ \mathtt{MILES}\ \mathtt{NORTH}\ \mathtt{OF}\ \mathtt{SILVERDALE}\,,\ \mathtt{ENTER}$

THRU LUOTO GATE KIT SAP COUNTY

DELIVERY DODAAC: N68436 BILLING DODAAC: N68742

ORDERING OFFICE: 360-396-5660

600-28 GASOLINE, REG UNL (MUR)

750,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO

3/15,000 GALLON TANKS AT BUILDING 1204

ANTICIPATE 22% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0700-1445

DRIVER REPORT TO SECURITY OFFICE. TRUCKS ARE

SUBJECT TO SAFETY AND SECURITY INSPECTION

MULTIPLE DROP

NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB

PREFERENTIAL CONSIDERATION WILL APPLY

600-289 GASOLINE, REG UNL (MUR)

750,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO

3/15,000 GALLON TANKS AT BUILDING 1204

ANTICIPATE 22% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0700-1445

DRIVER REPORT TO SECURITY OFFICE TRUCKS ARE

SUBJECT TO SAFETY/SECURITY INSPECTION

ESCORT REQUIRED

NOTE: THIS IS A SETASIDE ITEM. SDB PRICE

EVALUATION ADJUSTMENT WILL APPLY

STATE OF WASHINGTON

600-46 FUEL OIL, BURNER #2 (FS2)

1,500,000 GL

TANK TRUCK (TT), W/PUMP INTO 2/500,000 GALLON TANKS
DELIVERY TICKET REQUIRED
DRIVER REPORT TO SECURITY OFFICE. TRUCKS ARE SUBJECT TO SAFETY AND SECURITY INSPECTION MULTIPLE DROP

NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB PREFERENTIAL CONSIDERATION WILL APPLY

600-469 FUEL OIL, BURNER #2 (FS2)

1,500,000 GL

TANK TRUCK (TT), W/PUMP INTO 2/500,000 GALLON TANKS
DELIVERY TICKET REQUIRED
DRIVER REPORT TO SECURITY OFFICE. TRUCKS ARE SUBJECT TO SAFETY AND SECURITY INSPECTION MULTIPLE DROP
NOTE: THIS IS A SETASIDE ITEM. SDB PRICE

EVALUATION ADJUSTMENT WILL APPLY

STATE OF WASHINGTON

600-68 DIESEL FUEL #2, LOW SULF (LS2)

600,000 GL

TANK TRUCK (TT), W/PUMP INTO
1/20,000 GALLON TANK AT BUILDING 1204
ANTICIPATE 22% ON HIGHWAY USE
DELIVERY HOURS: 0700-1445
DRIVER REPORT TO SECURITY OFFICE. TRUCKS ARE
SUBJECT TO SAFETY AND SECURITY INSPECTION.
NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB
PREFERENTIAL CONSIDERATION WILL APPLY

600-689 DIESEL FUEL #2, LOW SULF (LS2)

600,000 GL

TANK TRUCK (TT), W/PUMP INTO
1/20,000 GALLON TANK AT BUILDING 1204
ANTICIPATE 22% ON HIGHWAY USE
DELIVERY HOURS: 0700-1445
DRIVER REPORT TO SECURITY OFFICE. TRUCKS ARE
SUBJECT TO SAFETY AND SECURITY INSPECTION.
NOTE: THIS IS A SETASIDE ITEM. SDB PRICE
EVALUATION ADJUSTMENT WILL APPLY

STATE OF WASHINGTON

* BELLEVUE

WA, USPS, 98009-9998, 1171 BELLEVUE WAY NORTHEAST

KING COUNTY

DELIVERY FEDAAC: 180505

ORDERING OFFICE: 206-454-1283

J31-24 GASOHOL, REG UNL (GUR)

108,000 GL

TANK WAGON (TW), INTO 1/8,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

J31-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/8,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM J31-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

* BOTHELL,

WA, FEMA, I-405 NORTH TO EXIT 26, LEFT 1ST LIGHT, RIGHT ON 228TH STREET TO 4 WAY STOP, TOP OF HILL, GO ONE BLOCK, LEFT INTO GATE KING COUNTY

DELIVERY FEDAAC: 58805A

ORDERING OFFICE: 540-542-2133

J45-68 DIESEL FUEL #2, LOW SULF (LS2) 30,000 GL

TANK WAGON (TW), INTO
1/3,500 GALLON TANK
2/2,200 GALLON TANKS
2/1,250 GALLON TANKS
ANTICIPATE 50% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0800-1500
ESCORT REQUIRED

STATE OF WASHINGTON

BREMERTON,

WA, NAVY, PUGET SOUND NAVAL SHIPYARD

KITSAP COUNTY

DELIVERY DODAAC: N00251 BILLING DODAAC : N00251

ORDERING OFFICE: 360-476-7407

615-191 GASOHOL, MID UNL (GUM) 563,000 GL

TANK TRUCK (TT), W/PUMP AND VAPOR RECOVERY SYSTEM

INTO

1/12,000 GALLON TANK

1/10,000 GALLON TANK

ANTICIPATE 30% ON HIGHWAY USE

METERED DELIVERY TICKET REQUIRED

FOR EACH SHIPMENT

DELIVERY HOURS: 0700-1400

MINIMUM DELIVERY: 7,000 GALLONS

MULTIPLE DROP MAY BE REQUIRED IN EXCEPTIONAL

CASES

ONLY.

MSDS REQUIRED BEFORE FIRST DELIVERY.

615-192 GASOHOL, MID UNL (GUM)

400,000 GL

FOB ORIGIN (FOB), WITHIN A 15 MILE RADIUS INTO GOVERNMENT FURNISHED BOTTOM LOADING TW ANTICIPATE 30% ON HIGHWAY USE

ESTIMATED QUANTITY REQUIRED: 900 TO 1,800 GALLONS

WITHIN 24 HOURS OF ORDER.

MSDS REQUIRED BEFORE FIRST PICK-UP.

STATE OF WASHINGTON

615-261 GASOLINE, MID UNL (MUM)

0 GL

TANK TRUCK (TT), W/PUMP AND VAPOR RECOVERY SYSTEM INTO

1/12,000 GALLON TANK

1/10,000 GALLON TANK

ANTICIPATE 30% ON HIGHWAY USE

METERED DELIVERY TICKET REQUIRED

FOR EACH SHIPMENT

DELIVERY HOURS: 0700-1400

MINIMUM DELIVERY: 7,000 GALLONS

MULTIPLE DROP MAY BE REQUIRED IN EXCEPTIONAL

CASES

ONLY.

MSDS REQUIRED BEFORE FIRST DELIVERY.

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 615-191. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

615-262 GASOLINE, MID UNL (MUM)

0 GL

FOB ORIGIN (FOB), WITHIN A 15 MILE RADIUS INTO GOVERNMENT FURNISHED BOTTOM LOADING TW ANTICIPATE 30% ON HIGHWAY USE ESTIMATED QUANTITY REQUIRED: 900 TO 1,800 GALLONS WITHIN 24 HOURS OF ORDER.
MSDS REQUIRED BEFORE FIRST PICK-UP.
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 615-192. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

STATE OF WASHINGTON

615-68 DIESEL FUEL #2, LOW SULF (LS2)

390,000 GL

TANK TRUCK (TT), INTO 1/12,000 GALLON TANK ANTICIPATE 30% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED

FOR EACH SHIPMENT
DELIVERY HOURS: 0700-1400

MINIMUM DELIVERY: 6,500 GALLONS MSDS REQUIRED BEFORE FIRST DELIVERY.

CAMP BONNEVILLE,

WA, ARMY, 23201 PLUSS ROAD (F/FT LEWIS)

CLARK COUNTY

DELIVERY DODAAC: W68GYH BILLING DODAAC: W68NE6

ORDERING OFFICE: 360-967-2151

210-46 FUEL OIL, BURNER #2 (FS2)

1/1,000 GALLON TANK

30,000 GL

MAX. SULFUR CONTENT 0.50 %
TANK WAGON (TW), INTO

26/275 GALLON TANKS
DELIVERY TICKET REQUIRED

ARRANGE DELIVERY DATE IN ADVANCE WITH FACILITY

SCHEDULING NCO TELEPHONE 206-892-5800

STATE OF WASHINGTON

CAMP MURRAY

WA, USAF, ANG, 252ND ANG COMBAT COMMUNICATIONS SQUADRON (NEAR TACOMA WA)

PIERCE COUNTY

DELIVERY DODAAC: FP6471

ORDERING OFFICE: 509-247-7223

827-13 DIESEL FUEL #2 (DL2)

31,000 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK AT BLDG 102 1/2,000 GALLON TANK AT BLDG 102 ANTICIPATE 37% ON HIGHWAY USE DELIVERY TICKET REQUIRED

CARSON,

WA, DA, FOR SERVICE, GIFFORD PINCHOT NATIONAL FOR, WIND RIVER ADMINISTRATION SITE, 10 MILES NORTHWEST

SKAMANIA COUNTY

DELIVERY FEDAAC: 1205M3

ORDERING OFFICE: 509-427-5645

K10-24 GASOHOL, REG UNL (GUR)

30,000 GL

TANK WAGON (TW), INTO 1/3,000 GALLON TANK ANTICIPATE 40% ON HIGHWAY USE

ANTICIPALE 40% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

K10-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/3,000 GALLON TANK ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM K10-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

STATE OF WASHINGTON

K10-68 DIESEL FUEL #2, LOW SULF (LS2)

39,000 GL

TANK WAGON (TW), INTO 1/3,000 GALLON TANK ANTICIPATE 20% ON HIGHWAY USE DELIVERY TICKET REQUIRED

CASTLE ROCK

WA, DA, FOR SERVICE, GIFFORD PINCHOT NATIONAL FOR, COLDWATER VISITOR CENTER, 45 MILES FROM $1\!-\!5$ ON HIGHWAY 504

COWLITZ COUNTY

DELIVERY FEDAAC: 120E30

ORDERING OFFICE: 360-247-5473

K12-68 DIESEL FUEL #2, LOW SULF (LS2)

30,000 GL

TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF WASHINGTON

COUGAR,

WA, DA, FOR SERVICE, GIFFORD PINCHOT NATIONAL FOREST, PINE CREEK WORK

CENTER, 18 MILE EAST

COWLITZ COUNTY

DELIVERY FEDAAC: 1205LS

ORDERING OFFICE: 206-750-3900

K25-24 GASOHOL, REG UNL (GUR) 58,500 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

K25-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM

K25-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

K25-68 DIESEL FUEL #2, LOW SULF (LS2) 96,000 GL

TANK WAGON (TW), INTO 2/2,000 GALLON TANKS

ANTICIPATE 30% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

K25-70 DIESEL FUEL #2, HIGH SUL (HS2) 20,000 GL

TANK WAGON (TW), INTO 5/675 GALLON TANKS 2/280 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF WASHINGTON

* ENUMCLAW,

WA, LOC, NATIONAL PARK SERVICE, MT RAINIER NATIONAL PARK, SUNRISE PARK, 51 MILES SOUTHEAST

PIERCE COUNTY

DELIVERY FEDAAC: 140513

ORDERING OFFICE: 360-569-2211 EXT 3366

K36-70 DIESEL FUEL #2, HIGH SUL (HS2)

45,000 GL

TANK WAGON (TW), INTO
1/5,000 GALLON TANK
1/3,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
FOR HEATING ONLY
CONTACT ORDERING OFFICE PRIOR TO DELIVERY

EVERETT

WA, NAVY, NAVAL STATION EVERETT, 2000 WEST MARINE VIEW DRIVE SNOHOMISH COUNTY

DELIVERY DODAAC: N68967 BILLING DODAAC: N68967

ORDERING OFFICE : 425-304-4516 (ITEM -94)
ALT ORDERING OFFICE: 425-304-3320 (ITEM -28 & -68)

620-24 GASOHOL, REG UNL (GUR) 234,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK AT BLDG. 2125 ANTICIPATE 10% ON HIGHWAY USE

620-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK AT BLDG. 2125 ANTICIPATE 10% ON HIGHWAY USE NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 620-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

30,000 GL

ITEM ESTIMATED NUMBER OUANTITY UI

STATE OF WASHINGTON

620-68 DIESEL FUEL #2, LOW SULF (LS2) 144,000 GL

FOB ORIGIN (FOB), INTO

1/2,000 GALLON TANK TRUCK (TOP LOADING)

ANTICIPATE 10% ON HIGHWAY USE

620-94 DIESEL FUEL, LS#2 (DYED) (LSS) 200,000 GL

TANK TRK/TRL (TTR), INTO 1/20,000 GALLON ABOVE GROUND TANK(S) AT BLDG 2300 ANTICIPATE 0% ON HIGHWAY USE

FAIRCHILD AFB

WA, USAF, AMC, CHENEY HOUSING, I-90W, EXIT 272, CHENEY/4 LAKES EXIT, 7 MILES TO "A" STREET, RIGHT TO 8TH, CEDAR, ERIE AND OAK

SPOKANE COUNTY

DELIVERY DODAAC: FP4620

ORDERING OFFICE: 509-247-2232

834-46 FUEL OIL, BURNER #2 (FS2)

TANK WAGON (TW), INTO 16/500 GALLON TANKS

DELIVERY TICKET REQUIRED

STATE OF WASHINGTON

FAIRCHILD AFB,

WA, USAF, AMC, SURVIVAL FIELD COMMAND POST, 4.5 MILES NORTHWEST ON STATE ROAD 20, ON TACOMA CREEK ROAD, (GRAVEL), ABOUT 4 MILES NORTHWEST OF CUSICK PEND

ORIELLE COUNTY

DELIVERY DODAAC: FP4620

ORDERING OFFICE: 509-247-2232

825-12 DIESEL FUEL #1 (DL1)

60,000 GL

TANK WAGON (TW), INTO 1/3,000 GALLON TANK ANTICIPATE 20% ON HIGHWAY USE DELIVERY TICKET REQUIRED

FAIRCHILD AFB,

WA, USAF, AMC, 92ARW, US HIGHWAY 2, 18 MILES WEST OF SPOKANE

SPOKANE COUNTY

DELIVERY DODAAC: FP4620

ORDERING OFFICE: 509-247-2232

830-12 DIESEL FUEL #1 (DL1)

420,000 GL

TANK TRUCK (TT), INTO 1/25,000 GALLON TANK AT BLDG 2165 1/10,000 GALLON TANK AT BLDG 2325 1/8,000 GALLON TANK AT BLDG 2051 ANTICIPATE 20% ON HIGHWAY USE DELIVERY PERIOD: OCTOBER - MARCH MULTIPLE DROP

830-13 DIESEL FUEL #2 (DL2)

240,000 GL

TANK TRUCK (TT), INTO 1/25,000 GALLON TANK AT BLDG 2165 2/10,000 GALLON TANKS AT BLDG 2325 1/8,000 GALLON TANK AT BLDG 2051 ANTICIPATE 20% ON HIGHWAY USE MULTIPLE DROP

STATE OF WASHINGTON

830-131 DIESEL FUEL #2 (DL2)

30,000 GL

TANK WAGON (TW), INTO 1/10,000 GALLON TANK AT BLDG 2325 ANTICIPATE 20% ON HIGHWAY USE DELIVERY PERIOD: OCTOBER-APRIL

830-24 GASOHOL, REG UNL (GUR)

300,000 GL

TANK TRUCK (TT), INTO 1/10,000 GALLON TANKS AT BUILDING 2325 1/25,000 GALLON TANK AT BUILDING 2165 ANTICIPATE 20% ON HIGHWAY USE (GASOHOL REQUESTED YEAR ROUND) MULTIPLE DROP

* FEDERAL WAY,

WA, USPS, 98003-6721, SEATTLE BULK MAIL CENTER 34301 NINTH AVENUE SOUTH

KING COUNTY

DELIVERY FEDAAC: 18059P

ORDERING OFFICE: 206-874-7216 OR 7217

K45-68 DIESEL FUEL #2, LOW SULF (LS2)

108,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE DELIVERY TICKET REQUIRED

5,400,000 GL

ITEM ESTIMATED NUMBER QUANTITY UI

STATE OF WASHINGTON

FT LEWIS,

WA, ARMY, 17 MILES SOUTHWEST OF TACOMA

PIERCE COUNTY

DELIVERY DODAAC: W68NE6
BILLING DODAAC: W68NE6

ORDERING OFFICE: 253-967-2151

245-461 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.50 %

MAX. POUR POINT 0 DEG F

TANK WAGON (TW), INTO

2/20,000 GALLON TANKS

3/12,000 GALLON TANKS

5/10,000 GALLON TANKS

21/8,000 GALLON TANKS

3/6,000 GALLON TANKS

5/0,000 GALLON TANKS

7/5,000 GALLON TANKS

10/4,000 GALLON TANKS

2/3,500 GALLON TANKS

5/3,000 GALLON TANKS

2/2,500 GALLON TANKS

1/2,400 GALLON TANK 18/2,000 GALLON TANKS

2/1,750 GALLON TANKS

4/1,500 GALLON TANKS

299/1,000 GALLON TANKS

5/850 GALLON TANKS

5/750 GALLON TANKS

4/700 GALLON TANKS

9/675 GALLON TANKS

48/650 GALLON TANKS

3/600 GALLON TANKS

20/550 GALLON TANKS

153/500 GALLON TANKS

2/450 GALLON TANKS

53/420 GALLON TANKS

3/400 GALLON TANKS

26/300 GALLON TANKS

350/275 GALLON TANKS

1/100 GALLON TANK

METERED DELIVERY TICKET REQUIRED

BY BLDG. TICKETS MUST BE TURNED IN AT BLDG. 4301

BY 1000 HRS. NEXT WORKING DAY

AUTOMATIC FILL

80

ITEM ESTIMATED NUMBER QUANTITY UI STATE OF WASHINGTON ______

245-462 FUEL OIL, BURNER #2 (FS2) 230,000 GL MAX. SULFUR CONTENT 0.05 % TANK TRUCK (TT), W/PUMP INTO

300,000 GL 245-52 FUEL OIL, BURNER #4 (FS4) MAX. SULFUR CONTENT 0.50 %

> TANK TRK/TRL (TTR), W/PUMP INTO 2/30,000 GALLON TANKS 9/25,000 GALLON TANKS 2/15,000 GALLON TANKS 2/12,000 GALLON TANKS 3/1,750 GALLON TANKS AT BUILDINGS 9576, 3152, 3292, 3850, 9631, 9785, 1401 AND 9580. MULTIPLE DROP

2/48,000 GALLON TANKS

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

STATE OF WASHINGTON

245-55 FUEL OIL, BURNER #6 (FS6)
MAX. SULFUR CONTENT 2.00 %

2,400,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO

1/230,000 GALLON TANK 1/30,000 GALLON TANK

10/25,000 GALLON TANKS

2/15,000 GALLON TANKS

2/12,000 GALLON TANKS

AT BUILDINGS 3850, 9631, 9785, 1401, 9580,

9376,

3152 AND 3292

MULTIPLE DROP

FT LEWIS,

WA, ARMY, 17 MILES SOUTHWEST OF TACOMA

PIERCE COUNTY

DELIVERY DODAAC: W81BTY BILLING DODAAC: W68EVQ

ORDERING OFFICE: 253-967-2151

246-13 DIESEL FUEL #2 (DL2)

300,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO

3/20,000 GALLON TANKS

1/15,000 GALLON TANK

1/10,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE

DELIVERY TICKET REQUIRED FOR EACH DROP

DELIVERY HOURS: 0730-1400

MULTIPLE DROP

NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB PREFERENTIAL CONSIDERATION WILL APPLY

STATE OF WASHINGTON

246-139 DIESEL FUEL #2 (DL2)

300,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO

3/20,000 GALLON TANKS

1/15,000 GALLON TANK

1/10,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE

DELIVERY TICKET REQUIRED FOR EACH DROP

DELIVERY HOURS: 0730-1400

MULTIPLE DROP

NOTE: THIS IS A SETASIDE ITEM. SDB PRICE

EVALUATION ADJUSTMENT WILL APPLY

246-28 GASOLINE, REG UNL (MUR)

300,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO

1/25,000 GALLON TANK

1/12,000 GALLON TANK

1/5,000 GALLON TANK

ANTICIPATE 10% ON HIGHWAY USE

DELIVERY HOURS: 0730-1400

MULTIPLE DROP

NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB

PREFERENTIAL CONSIDERATION WILL APPLY

STATE OF WASHINGTON

246-289 GASOLINE, REG UNL (MUR)

300,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO 1/25,000 GALLON TANK 1/12,000 GALLON TANK 1/5,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0730-1400 MULTIPLE DROP

NOTE: THIS IS A SETASIDE ITEM. SDB PRICE EVALUATION ADJUSTMENT WILL APPLY

GRAYS HARBOR,

WA, DT, CG, GRAYS HARBOR STATION

GRAYS HARBOR COUNTY

DELIVERY FEDAAC: Z30481

ORDERING OFFICE: 360-268-0121

K55-70 DIESEL FUEL #2, HIGH SUL (HS2)

120,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK 1/2,000 GALLON TANK 1/1,000 GALLON TANK 15/500 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF WASHINGTON

HADLOCK,

WA, NAVY, NAVAL ORDNANCE ANNEX, INDIAN ISLAND, 10 MILES SOUTHWEST OF

PT TOWNSEND

JEFFERSON COUNTY

DELIVERY DODAAC: N68805 BILLING DODAAC: N68436

ORDERING OFFICE: 360-396-5660

630-24 GASOHOL, REG UNL (GUR) 100,000 GL

TANK WAGON (TW), INTO 1/10,000 GALLON TANK

ANTICIPATE 22% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

ESCORT REQUIRED

630-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO 1/10,000 GALLON TANK

ANTICIPATE 22% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

ESCORT REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM

630-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

630-68 DIESEL FUEL #2, LOW SULF (LS2) 70,000 GL

TANK WAGON (TW), INTO 1/10,000 GALLON TANK

ANTICIPATE 22% ON HIGHWAY USE

DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1430

DELIVERY HOURS: 0/30-1430

STATE OF WASHINGTON

ILWACO,

WA, DT, CG, CAPE DISAPPOINTMENT LIFEBOAT STATION, 13 MILES SOUTH PACIFIC COUNTY

DELIVERY FEDAAC: Z30475

ORDERING OFFICE: 360-642-2382

K65-70 DIESEL FUEL #2, HIGH SUL (HS2)

72,000 GL

TANK WAGON (TW), INTO 2/10,000 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

KENT

 $\mathtt{WA}\,,\,\,\mathtt{ARMY}\,,\,\,\mathtt{NG}\,,\,\,\mathtt{OMS}$ 5, 24410 MIL ROAD, 3 MILES WEST, (FOR USPFO, WASHINGTON)

KING COUNTY

DELIVERY DODAAC: W68MLX BILLING DODAAC: W68N9X

ORDERING OFFICE: 253-512-8297

255-13 DIESEL FUEL #2 (DL2)

150,000 GL

TANK WAGON (TW), INTO
1/3,000 GALLON ABOVE GROUND TANK(S)
8/2,500 GALLON TANKER TRUCK(S)
1/1,200 GALLON TANKER TRUCK(S)
ANTICIPATE 15% ON HIGHWAY USE
DELIVERY TICKET REQUIRED

STATE OF WASHINGTON

KENT.

WA, USPS, 98031-9998, 10612 SOUTHEAST 240TH STREET

KING COUNTY

DELIVERY FEDAAC: 180534

ORDERING OFFICE: 206-852-0230

K85-24 GASOHOL, REG UNL (GUR) 132,000 GL

TANK WAGON (TW), INTO 1/6,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

K85-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO 1/6,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM K85-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

KEYPORT,

WA, NAVY, NAVAL UNDERSEA WARFARE ENGINEER STATION

KIT SAP COUNTY

DELIVERY DODAAC: N00253
BILLING DODAAC: N00253

ORDERING OFFICE: 206-396-7424

645-24 GASOHOL, REG UNL (GUR) 120,000 GL

TANK TRUCK (TT), INTO 1/20,000 GALLON TANK

ANTICIPATE 70% ON HIGHWAY USE

STATE OF WASHINGTON

645-28 GASOLINE, REG UNL (MUR)

0 GL

TANK TRUCK (TT), INTO 1/20,000 GALLON TANK

ANTICIPATE 70% ON HIGHWAY USE

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 645-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

645-68 DIESEL FUEL #2, LOW SULF (LS2)

24,000 GL

TANK WAGON (TW), INTO 1/20,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

* LONGMIRE,

WA, DI, NATIONAL PARK SERVICE, HQ AREA, 17 MILES EAST OF ASHFORD

PIERCE COUNTY

DELIVERY FEDAAC: 140513

ORDERING OFFICE: 360-569-2211

L05-24 GASOHOL, REG UNL (GUR)

150,000 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK

ANTICIPATE 90% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF WASHINGTON

L05-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK

ANTICIPATE 90% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM L05-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

L05-68 DIESEL FUEL #2, LOW SULF (LS2)

105,000 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK

ANTICIPATE 90% ON HIGHWAY USE DELIVERY TICKET REQUIRED

L05-70 DIESEL FUEL #2, HIGH SUL (HS2)

105,000 GL

TANK WAGON (TW), INTO 2/3,000 GALLON TANKS 2/1,000 GALLON TANKS 1/990 GALLON TANK 1/650 GALLON TANK 4/550 GALLON TANKS 1/500 GALLON TANK 16/275 GALLON TANKS

ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

ESCORT REQUIRED

STATE OF WASHINGTON

* LYNNWOOD,

WA, USPS, 98036-9998, GARAGE, 6817 208TH AVENUE SOUTHWEST

SNOHOMISH COUNTY

DELIVERY FEDAAC: 180539

ORDERING OFFICE: 206-778-2154

L10-24 GASOHOL, REG UNL (GUR) 150,000 GL

TANK TRUCK (TT), INTO 2/5,000 GALLON TANKS

ANTICIPATE 100% ON HIGHWAY USE

MULTIPLE DROP

L10-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO 2/5,000 GALLON TANKS

ANTICIPATE 100% ON HIGHWAY USE

MULTIPLE DROP

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM L10-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

STATE OF WASHINGTON

MCCHORD AFB,

WA, USAF, AMC, 62 AW, I-5 TACOMA

PIERCE COUNTY

DELIVERY DODAAC: FP4479

TANK TRUCK (TT), INTO

ORDERING OFFICE: 253-984-3929

850-13 DIESEL FUEL #2 (DL2)

525,000 GL

2/12,000 GALLON TANKS AT BLDG 730
1/12,000 GALLON TANK AT BLDG 1438
1/12,000 GALLON TANK AT BLDG 1158
1/8,000 GALLON TANK AT FACILITY 12003
ANTICIPATE 5% ON HIGHWAY USE
METERED DELIVERY TICKET REQUIRED
MINIMUM DELIVERY: 6,500 GALLONS

DRIVER REPORT TO BLDG 1158 PRIOR TO DELIVERY.

NOTE 1: QUANTITY DETERMINATION SHALL BE BY

CALIBRATED LOADING RACK, MECHANICALLY IMPRINTED

EACH METER TICKET AND PROVIDED WITH EACH DELIVERY.

NOTE 2: ALL DELIVERIES SHALL INCLUDE SERIALLY NUMBERED SEALS AND THE SEAL MARKINGS SHALL BE INDICATED ON SHIPPING DOCUMENTS.

MULTIPLE DROP

STATE OF WASHINGTON

850-24 GASOHOL, REG UNL (GUR)

415,000 GL

TANK TRUCK (TT), INTO

1/12,000 GALLON TANK AT BLDG 730

1/12,000 GALLON TANK AT BLDG 1438

1/12,000 GALLON TANK AT BLDG 1158

1/8,000 GALLON TANK AT FACILITY 12003

1/5,000 GALLON TANK AT BLDG 1200

ANTICIPATE 5% ON HIGHWAY USE

METERED DELIVERY TICKET REQUIRED

MINIMUM DELIVERY: 6,500 GALLONS

DRIVER REPORT TO BLDG 1158 PRIOR TO DELIVERY.

NOTE 1: QUANTITY DETERMINATION SHALL BE BY

CALIBRATED LOADING RACK, MECHANICALLY IMPRINTED

ON

EACH METER TICKET AND PROVIDED WITH EACH

DELIVERY.

NOTE 2: ALL DELIVERIES SHALL INCLUDE SERIALLY

NUMBERED SEALS AND THE SEAL MARKINGS SHALL BE

INDICATED ON SHIPPING DOCUMENTS.

MULTIPLE DROP

STATE OF WASHINGTON

850-28 GASOLINE, REG UNL (MUR)

0 GL

TANK TRUCK (TT), INTO

1/12,000 GALLON TANK AT BLDG 730

1/12,000 GALLON TANK AT BLDG 1438

1/12,000 GALLON TANK AT BLDG 1158

1/8,000 GALLON TANK AT FACILITY 12003

1/5,000 GALLON TANK AT BLDG 1200

ANTICIPATE 5% ON HIGHWAY USE

METERED DELIVERY TICKET REQUIRED

MINIMUM DELIVERY: 6,500 GALLONS

DRIVER REPORT TO BLDG 1158 PRIOR TO DELIVERY.

NOTE 1: QUANTITY DETERMINATION SHALL BE BY

CALIBRATED LOADING RACK, MECHANICALLY IMPRINTED

ON

EACH METER TICKET AND PROVIDED WITH EACH DELIVERY.

NOTE 2: ALL DELIVERIES SHALL INCLUDE SERIALLY NUMBERED SEALS AND THE SEAL MARKINGS SHALL BE INDICATED ON SHIPPING DOCUMENTS.

MULTIPLE DROP

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 850-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

STATE OF WASHINGTON

850-341 DIESEL FUEL #2 (DF2)

190,000 GL

TANK TRUCK (TT), INTO

1/378,000 GALLON TANK AT BLDG 734

6/30,000 GALLON TANKS AT BLDG 853

ANTICIPATE 0% ON HIGHWAY USE

METERED DELIVERY TICKET REQUIRED

MINIMUM DELIVERY: 6,500 GALLONS

DRIVER REPORT TO BLDG 1158 PRIOR TO DELIVERY.

NOTE 1: QUANTITY DETERMINATION SHALL BE BY

CALIBRATED LOADING RACK, MECHANICALLY IMPRINTED

ON

EACH METER TICKET AND PROVIDED WITH EACH

DELIVERY.

NOTE 2: ALL DELIVERIES SHALL INCLUDE SERIALLY

NOTE 2: ALL DELIVERIES SHALL INCLUDE SERIALLY NUMBERED SEALS AND THE SEAL MARKINGS SHALL BE INDICATED ON SHIPPING DOCUMENTS.
MULTIPLE DROP

STATE OF WASHINGTON

850-342 DIESEL FUEL #2 (DF2)

480,000 GL

TANK WAGON (TW), INTO

2/10,000 GALLON TANKS

1/5,000 GALLON TANK

1/4,000 GALLON TANK

4/2,000 GALLON TANKS

1/1,765 GALLON TANK

1/1,700 GALLON TANK

3/1,500 GALLON TANKS

5/1,000 GALLON TANKS

9/840 GALLON TANKS

1/665 GALLON TANK

4/550 GALLON TANKS

3/500 GALLON TANKS

1/350 GALLON TANK

5/300 GALLON TANKS

ANTICIPATE 0% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

DRIVER REPORT TO BLDG 1158 PRIOR TO DELIVERY

DEGREE DAY

AUTOMATIC FILL

STATE OF WASHINGTON

NEAH BAY,

WA, DT, CG, LIFE BOAT STATION

CLALLAM COUNTY

DELIVERY FEDAAC: Z30484

ORDERING OFFICE: 206-645-2236

L20-94 DIESEL FUEL, LS#2 (DYED) (LSS) 75,000 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK 1/3,000 GALLON TANK 1/675 GALLON TANK 1/550 GALLON TANK 8/500 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

OAK HARBOR

WA, NAVY, WHIDBEY ISLAND NAS

ISLAND COUNTY

DELIVERY DODAAC: N00620 BILLING DODAAC: N00406

ORDERING OFFICE: 360-257-2581

700-24 GASOHOL, REG UNL (GUR)

600,000 GL

TANK TRK/TRL (TTR), INTO
2/25,000 GALLON TANKS
ANTICIPATE 18% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0800-1400
ENTER GATE, PROCEED TO SCALE BLDG 369 AFTER
WEIGHING, CALL 257-2706/7 INCLUDE TEMPERATURE AND
GRAVITY ON ALL DELIVERY TICKETS AND DOCUMENT
NUMBER ON INVOICE
MULTIPLE DROP

STATE OF WASHINGTON

700-28 GASOLINE, REG UNL (MUR)

0 GL

TANK TRK/TRL (TTR), INTO 2/25,000 GALLON TANKS
ANTICIPATE 18% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0800-1400
ENTER GATE, PROCEED TO SCALE BLDG 369 AFTER
WEIGHING, CALL 257-2706/7 INCLUDE TEMPERATURE AND
GRAVITY ON ALL DELIVERY TICKETS AND DOCUMENT
NUMBER ON INVOICE
MULTIPLE DROP
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
700-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

700-46 FUEL OIL, BURNER #2 (FS2)

75,000 GL

FOB ORIGIN (FOB), WITHIN 5 MILE RADIUS INTO 1/2,000 GALLON TANK TRUCK WITH 3 INCH OPW (BOTTOM

OR TOP LOADING)
METERED DELIVERY TICKET REQUIRED
FROM CONTRACTOR'S LOADING PLATFORM
DELIVERY HOURS: 0700-1600 MONDAY THRU FRIDAY

STATE OF WASHINGTON

700-68 DIESEL FUEL #2, LOW SULF (LS2)

500,000 GL

TANK TRK/TRL (TTR), INTO
2/25,000 GALLON TANK
ANTICIPATE 15% ON HIGHWAY USE
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0730-1400
ENTER GATE PROCEED TO SCALE BLDG 369 AFTER
WEIGHTING, CALL 257-2706/7 INCLUDE TEMPERATURE
AND
GRAVITY ON ALL DELIVERY TICKETS AND DOCUMENT
NUMBER ON INVOICE
MULTIPLE DROP

PACKWOOD

WA, DI, NATIONAL PARK SERVICE, MT RAINIER NATIONAL PARK, OHANAPECOSH AREA, APPROXIMATELY 13 MILES NORTHEAST

LEWIS COUNTY

DELIVERY FEDAAC: 140513

ORDERING OFFICE: 360M30M30-569-2211

L36-68 DIESEL FUEL #2, LOW SULF (LS2)

45,000 GL

TANK WAGON (TW), INTO 1/1,500 GALLON ABOVE GROUND TANK(S) ANTICIPATE 90% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF WASHINGTON

L36-70 DIESEL FUEL #2, HIGH SUL (HS2)

45,000 GL

TANK WAGON (TW), INTO 1/3,000 GALLON TANK 1/2,000 GALLON TANK 2/275 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

PASCO,

WA, ARMY, COE, WITHIN 15 MILE RADIUS, ICE HARBOR DAM AND VICINITY, (FOR COE, WALLA WALLA)

FRANKLIN COUNTY

DELIVERY DODAAC: 960502 BILLING DODAAC: 960505

ORDERING OFFICE: 509-547-7781

265-24 GASOHOL, REG UNL (GUR)

32,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK

ANTICIPATE 25% ON HIGHWAY USE DELIVERY TICKET REQUIRED

265-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 25% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 265-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

STATE OF WASHINGTON

PASCO,

WA, USPS, 99301-9998, VMF, GEN MAIL FACILITY, 3500 WEST COURT STREET FRANKLIN COUNTY

DELIVERY FEDAAC: 180568 ORDERING OFFICE: 1-800-275-8777

GASOHOL, REG UNL (GUR) L45-24

200,000 GL

TANK TRUCK (TT), INTO 1/12,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

L45-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO 1/12,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM L45-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

POMEROY,

WA, ARMY, COE, GRANITE-GOOSE PROJECT OFFICE, LOWER GRANITE DAM AND VICINITY, 35 MILES NORTH ON SOUTH SHORE, (FOR COE, WALLA WALLA) GARFIELD COUNTY

DELIVERY DODAAC: 960558 BILLING DODAAC: 960505

ORDERING OFFICE: 509-843-1493

270-13 DIESEL FUEL #2 (DL2)

75,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK 1/3,000 GALLON TANK ANTICIPATE 15% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF WASHINGTON

PORT ANGELES,

WA, DI, NATIONAL PARK SERVICE, OLYMPIC NATIONAL PARK, PARK

HEADQUARTERS

CLALLAM COUNTY

DELIVERY FEDAAC: 140514

ORDERING OFFICE: 360-452-0320

L55-68 DIESEL FUEL #2, LOW SULF (LS2) 75,000 GL

TANK WAGON (TW), INTO 1/2,000 GALLON TANK

ANTICIPATE 80% ON HIGHWAY USE DELIVERY TICKET REQUIRED

PORT ANGELES,

WA, DT, CG, EDIZ HOOKAIR STATION, 6 MILES NORTH

CLALLAM COUNTY

DELIVERY FEDAAC: Z20190

ORDERING OFFICE: 206-457-4401 EXT 252

L56-68 DIESEL FUEL #2, LOW SULF (LS2) 75,000 GL

TANK WAGON (TW), INTO

1/4,000 GALLON TANK

1/3,500 GALLON TANK

2/1,500 GALLON TANKS

1/700 GALLON TANK

1/500 GALLON TANK

1/400 GALLON TANK

1/300 GALLON TANK

ANTICIPATE 0% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

STATE OF WASHINGTON

PORT ORCHARD,

WA, EPA, REGIONAL LAB, 7411 BEACH DRIVE EAST

KIT SAP COUNTY

DELIVERY FEDAAC: 680510

ORDERING OFFICE: 206-553-1385

L65-46 FUEL OIL, BURNER #2 (FS2)

75,000 GL

TANK WAGON (TW), INTO 1/10,000 GALLON TANK

DELIVERY TICKET REQUIRED

SEATTLE,

WA, ARMY, FT. LAWTON (F/70TH RSC)

KING COUNTY

DELIVERY DODAAC: W68EXZ BILLING DODAAC: W68MEG

ORDERING OFFICE: 206-281-3142

300-46 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.50 %

180,000 GL

TANK WAGON (TW), INTO 1/500 GALLON TANK

27/275 GALLON TANKS
DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0730-1500

STATE OF WASHINGTON

SEATTLE,

WA, ARMY, NG, OMS 6, 1601 WEST ARMORY WAY, (FOR USPFO, WASHINGTON)

KING COUNTY

DELIVERY DODAAC: W68MLY BILLING DODAAC: W68N9X

ORDERING OFFICE: 253-512-8297

302-13 DIESEL FUEL #2 (DL2)

90,000 GL

TANK WAGON (TW), INTO 1/2,500 GALLON TANK TRUCK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

SEATTLE,

WA, USPS, 98134-9351, 2460 4TH AVENUE SOUTH

KING COUNTY

DELIVERY FEDAAC: 180563

ORDERING OFFICE: 206-521-0430

L95-24 GASOHOL, REG UNL (GUR) 180,000 GL

TANK TRUCK (TT), INTO 1/12,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

L95-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO
1/12,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
L95-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

STATE OF WASHINGTON

L95-68 DIESEL FUEL #2, LOW SULF (LS2)

960,000 GL

TANK TRUCK (TT), W/PUMP INTO 2/12,000 GALLON TANKS
ANTICIPATE 100% ON HIGHWAY USE DELIVERY TICKET REQUIRED LOADING RACK METERED TICKETS REQUIRED

SEATTLE,

WA, USPS, 98106-9998, WEST WOOD VILLAGE STATION, 2721 SOUTHWEST TRENTON

KING COUNTY

DELIVERY FEDAAC: 1805B8

ORDERING OFFICE: 206-521-0430

L96-24 GASOHOL, REG UNL (GUR)

90,000 GL

TANK TRUCK (TT), INTO 1/10,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

L96-28 GASOLINE, REG UNL (MUR)

0 GL

TANK TRUCK (TT), INTO 1/10,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM L96-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

STATE OF WASHINGTON

SKYKOMISH

WA, DA, FOREST SERVICE, MT BAKER, SNOQUALMIE NATIONAL FOREST, RANGER STATION

KING COUNTY

DELIVERY FEDAAC: 1205M8

ORDERING OFFICE: 206-888-1421

M10-24 GASOHOL, REG UNL (GUR) 33,000 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK

ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED

M10-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK

ANTICIPATE 0% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM M10-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

SNOHOMISH,

WA, ARMY, NG, OMS 3, NEAR EVERETT, I-5 TO HIGHWAY 2, (FOR USPFO, WASHINGTON)

SNOHOMISH COUNTY

DELIVERY DODAAC: W68L6A BILLING DODAAC: W68N9X

ORDERING OFFICE: 253-512-8297

310-13 DIESEL FUEL #2 (DL2)

90,000 GL

TANK WAGON (TW), INTO 2/2,500 GALLON TANK TRUCK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF WASHINGTON

SPOKANE,

WA, ARMY, NG, FT GEORGE WRIGHT, OMS 9, NORTH 2408 GOVERNMENT WAY, (FOR USPFO, WASHINGTON)

SPOKANE COUNTY

DELIVERY DODAAC: W68MMG BILLING DODAAC: W68N9X

ORDERING OFFICE: 253-512-8297

320-12 DIESEL FUEL #1 (DL1)

76,500 GL

TANK WAGON (TW), INTO

1/3,000 GALLON ABOVE GROUND TANK(S)

8/2,500 GALLON TANK TRUCK ANTICIPATE 25% ON HIGHWAY USE

DELIVERY PERIOD: OCTOBER - APRIL

320-13 DIESEL FUEL #2 (DL2)

58,500 GL

TANK WAGON (TW), INTO 1/3,000 GALLON ABOVE GROUND TANK(S) 8/2,500 GALLON TANK TRUCK ANTICIPATE 25% ON HIGHWAY USE DELIVERY PERIOD: MAY - SEPTEMBER

SPOKANE,

WA, USPS, VMF, TERMINAL ANNEX, 703 EAST TRENT

SPOKANE COUNTY

DELIVERY FEDAAC: 180568

ORDERING OFFICE: 509-459-0299

M20-24 GASOHOL, REG UNL (GUR)

150,000 GL

TANK TRUCK (TT), INTO 1/8,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

STATE OF WASHINGTON

M20-28 GASOLINE, REG UNL (MUR)

0 GL

TANK TRUCK (TT), INTO
1/8,000 GALLON TANK
ANTICIPATE 100% ON HIGHWAY USE
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
M20-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

TACOMA,

WA, ARMY, NG, UTES, BUILDING 9608, FT LEWIS LOG CENTER, "L" STREET, (FOR USPFO, WASHINGTON)

PIERCE COUNTY

DELIVERY DODAAC: W68MMZ BILLING DODAAC: W68N9X

ORDERING OFFICE: 253-512-8886

331-13 DIESEL FUEL #2 (DL2)

105,000 GL

TANK WAGON (TW), INTO 1/8,000 GALLON TANK ANTICIPATE 10% ON HIGHWAY USE DELIVERY TICKET REQUIRED

STATE OF WASHINGTON

TACOMA,

WA, USPS, 98409-9721, GARAGE, 3825 SOUTH WARNER STREET

PIERCE COUNTY

DELIVERY FEDAAC: 180572

ORDERING OFFICE: 253760-471-6140

M30-24 GASOHOL, REG UNL (GUR) 594,000 GL

TANK TRUCK (TT), INTO 1/15,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED

M30-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO 1/15,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM M30-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

M30-68 DIESEL FUEL #2, LOW SULF (LS2) 306,700 GL

TANK TRK/TRL (TTR), INTO 1/10,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED

STATE OF WASHINGTON

VANCOUVER

WA, VA, MEDICAL CENTER, VANCOUVER DIVISION, 4TH PLAIN AND ST. JOHNS

BOULEVARD

CLARK COUNTY

DELIVERY FEDAAC: 360403

ORDERING OFFICE: 503-220-8262 EXT 6390

M50-46 FUEL OIL, BURNER #2 (FS2) 30,000 GL

TANK WAGON (TW), INTO 1/25,000 GALLON TANK DELIVERY TICKET REQUIRED

WAPATO,

WA, DI, BIA, WAPATO IRRIGATION PROJECT, CAMAS AVENUE

YAKIMA COUNTY

DELIVERY FEDAAC: 140571

ORDERING OFFICE: 509-877-3155

M60-24 GASOHOL, REG UNL (GUR) 450,000 GL

TANK TRUCK (TT), W/PUMP INTO 1/12,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED

M60-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), W/PUMP INTO
1/12,000 GALLON TANK
ANTICIPATE 0% ON HIGHWAY USE
METERED DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
M60-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

STATE OF WASHINGTON

M60-68 DIESEL FUEL #2, LOW SULF (LS2)

204,000 GL

TANK TRUCK (TT), W/PUMP INTO 1/12,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED

WAUCONDA,

WA, DA, FOR SERVICE, CURLEW CCC, 3090 100 BAMBER CREEK ROAD, 11 MILES

NORTHWEST OF CURLEW

FERRY COUNTY

DELIVERY FEDAAC: 1205G0

ORDERING OFFICE: 509-779-4611

M70-24 GASOHOL, REG UNL (GUR)

45,000 GL

TANK WAGON (TW), INTO 1/2,000 GALLON TANK

ANTICIPATE 90% ON HIGHWAY USE

M70-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/2,000 GALLON TANK

ANTICIPATE 90% ON HIGHWAY USE

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM M70-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

STATE OF WASHINGTON

WHITE SWAN,

WA, DI, FT SIMCOE JOB CORPS CENTER, 8 MILES SOUTHWEST

YAKIMA COUNTY

DELIVERY FEDAAC: 140589

ORDERING OFFICE: 509-874-2244

M90-46 FUEL OIL, BURNER #2 (FS2) 73,125 GL

TANK WAGON (TW), INTO 1/3,000 GALLON TANK 5/2,000 GALLON TANKS 2/500 GALLON TANKS 1/350 GALLON TANK DELIVERY TICKET REQUIRED

M90-68 DIESEL FUEL #2, LOW SULF (LS2) 81,000 GL

TANK WAGON (TW), INTO

1/5,000 GALLON TANK

1/5,000 GALLON TANKER(S) (TOP AND BOTTOM LOADING)

1/1,250 GALLON TRUCK MTD TANK (TOP LOADING)

1/1,200 GALLON TRUCK MTD TANK (TOP LOADING)

ANTICIPATE 30% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

YAKIMA

WA, ARMY, FIRING CENTER, 9 MILES NORTH (F/FT LEWIS)

YAKIMA COUNTY

DELIVERY DODAAC: W68EV6 BILLING DODAAC: W68EV6

ORDERING OFFICE: 206-967-2151

351-12 DIESEL FUEL #1 (DL1) 50,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO 1/19,000 GALLON TANK
ANTICIPATE 5% ON HIGHWAY USE

ITEM ESTIMATED NUMBER QUANTITY UI _____ STATE OF WASHINGTON _____ 351-13 DIESEL FUEL #2 (DL2) 450,000 GL TANK TRK/TRL (TTR), W/PUMP INTO 1/19,000 GALLON TANK ANTICIPATE 5% ON HIGHWAY USE DELIVERY HOURS: 0730-1400 NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB PREFERENTIAL CONSIDERATION WILL APPLY 450,000 GL 351-139 DIESEL FUEL #2 (DL2) TANK TRK/TRL (TTR), TTR W/PUMP INTO 1/19,000 GALLON TANK ANTICIPATE 5% ON HIGHWAY USE DELIVERY HOURS: 0730-1400 NOTE: THIS IS A SETASIDE ITEM. SDB PRICE EVALUATION ADJUSTMENT WILL APPLY 351-28 GASOLINE, REG UNL (MUR) 450,000 GL TANK TRK/TRL (TTR), W/PUMP INTO 1/19,000 GALLON TANKS ANTICIPATE 5% ON HIGHWAY USE DELIVERY HOURS: 0730-1400 NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB

PREFERENTIAL CONSIDERATION WILL APPLY

STATE OF WASHINGTON

351-289 GASOLINE, REG UNL (MUR)

450,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO
1/19,000 GALLON TANKS
ANTICIPATE 5% ON HIGHWAY USE
DELIVERY HOURS: 0730-1400
NOTE: THIS IS A SETASIDE ITEM. SDB PRICE
EVALUATION ADJUSTMENT WILL APPLY

STATE OF WASHINGTON

YAKIMA,

WA, ARMY, FIRING CENTER, 9 MILES NORTH (F/FT LEWIS)

YAKIMA COUNTY

DELIVERY DODAAC: W68EV6 BILLING DODAAC: W68NE6

ORDERING OFFICE: 253-967-2151

350-46 FUEL OIL, BURNER #2 (FS2) 150,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), W/ 4 INCH ADAPTER INTO

1/27,000 GALLON TANK

6/12,000 GALLON TANKS

1/10,500 GALLON TANK

1/3,000 GALLON TANK

1/2,000 GALLON TANK

1/1,000 GALLON TANK

1/650 GALLON TANK

2/500 GALLON TANKS

2/450 GALLON TANKS

DELIVERY TICKET REQUIRED

W/RECEIVER SIGNATURE

DELIVERY HOURS: 0730-1400

CALL HEATING PLANT MANAGER (TEL 575-6880 EXT 405)

BEFORE DELIVERING

STATE OF WASHINGTON

YAKIMA,

WA, USPS, 98903-9998, 205 WEST WASHINGTON AVENUE

YAKIMA COUNTY

DELIVERY FEDAAC: 180580

ORDERING OFFICE: 509-454-2450

N10-24 GASOHOL, REG UNL (GUR)

162,000 GL

TANK TRUCK (TT), INTO 1/10,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

N10-28 GASOLINE, REG UNL (MUR)

0 GL

TANK TRUCK (TT), INTO 1/10,000 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM N10-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (DEVIATION) (ALT III) (OCT 1998/JAN 1999)

- (a) **DEFINITIONS.** As used in this provision--
- (1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.
- (2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
 - (3) Women-owned small business concern means a small business concern-
- (i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (ii) Whose management and daily business operations are controlled by one or more women.
- (4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).
(i) TAXPAYER IDENTIFICATION NUMBER (TIN).
[] TIN:
TIN has been applied for.
[] TIN is not required because:
[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively
connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of a Federal, state, or local government;
Other. State basis.
(ii) CORPORATE STATUS.
[] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such
services;
[] Other corporate entity;
[] Not a corporate entity;
[] Sole proprietorship
[] Partnership
[] Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR
501(a).
(iii) COMMON PARENT.
[] Offeror is not owned or controlled by a common parent.
[] Name and TIN of common parent:
Name
TIN
(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its
territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.
(1) SMALL BUSINESS CONCERN. The offeror represents that it
(1) BINITIES BOBINESS CONCERN. The one of represents that it
[] is
[] is not
a small business concern.

solicitation is expressed in terms of number of employees); or

Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

	(2) SMALL DISADVANTAGED BUSINESS CONCERN. The offeror represents that it-		
	[] is [] is not		
	a small disadvantaged business concern as defined in 13 CFR 124.1002.		
	(3) WOMEN-OWNED SMALL BUSINESS CONCERN. The offeror represents that it-		
	[] is [] is not		
	a women-owned small business concern.		
threshold.	NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition		
	(4) WOMEN-OWNED BUSINESS CONCERN. The offeror represents that it -		
	[] is [] is not		
	a woman owned business concern.		
	(5) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS. If this is an invitation for bid, small business lentify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier amount to more than 50 percent of the contract price.		
PROGRAM.	(6) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM IE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.) (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the industry groups (DIGs)). The offeror represents as part of its offer that it		
	[] is [] is not		
(TICs) or four	an emerging small business. (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories designated industry groups (DIGs)). The offeror represents as follows:		

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of

(Check one of the following:)	
NUMBER of EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
[] 50 or fewer [] 51 - 100 [] 101 - 250 [] 251 - 500 [] 501 - 750 [] 751 - 1,000 [] Over 1,000	[] \$1 million or less [] \$1,000,001 - \$2 million [] \$2,000,001 - \$3.5 million [] \$3,500,001 - \$5 million [] \$5,000,001 - \$10 million [] \$10,000,001 - \$17 million [] Over \$17 million
(7) (Complete only if the solicitation contains the c Small Business Disadvantaged Business Concerns, and the offeror d (i) GENERAL. The offeror represents that eithe (A) It	
[] is [] is not	
certified by the Small Business Administration representation, on the register of small disadvantaged business concerns change in disadvantaged ownership and control has occurred since its ce claiming disadvantaged status, the net worth of each individual upon who account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or (B) It	rtification, and, where the concern is owned by one or more individuals
[] has [] has not	
disadvantaged business concern in accordance with 13 CFR 124, Subpar change in disadvantaged ownership and control has occurred since its ap	pplication was submitted. EVALUATION ADJUSTMENT FOR SMALL BUSINESS CONCERNS. omplies with the requirements in 13 CFR 124.1002(f) and that the small disadvantaged business concern that is participating in the joint
(8) HUBZONE SMALL BUSINESS CONCERN. concern in paragraph (c)(1) of this provision.) The offeror represents	(Complete only if the offeror represented itself as a small business as part of its offer that
(i) It	
[] is [] is not	
a HIIRZone small business concern listed on the	data of this representation, on the List of Qualified HLIRZone Small

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

K1.01-10	(CONT'D)
	(ii) It
	[] is [] is not
-	a joint venture that complied with the requirements of 13 CFR Part 126, and the representations in paragraph (c)(8)(i) of this accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the mes of the HUBZone small business concern or concerns that are participating in the joint venture:)
E representati	ach HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone on.
ORDER 112	(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE 246. (1) PREVIOUS CONTRACTS AND COMPLIANCE. The offeror represents that- (i) It
	[] has [] has not
clause origin	participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the ally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and
	(ii) It
	[] has [] has not
	filed all required compliance reports.
	(2) AFFIRMATIVE ACTION COMPLIANCE. The offeror represents that (i) It
	[] has developed and has on file[] has not developed and does not have on file
Subparts 60-	at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR 1 and 60-2), or
	(ii) It
regulations o	[] has not previously had contracts subject to the written affirmative action programs requirement of the rules and f the Secretary of Labor.

- (e) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) BUY AMERICAN ACT TRADE AGREEMENTS BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is included in this solicitation.)
 - (1) The offeror certifies that--
- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The offeror must identify and certify all end products that are not domestic end products.
- (i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

	(Insert line item no.)	
(ii)	The offeror certifies that t	following supplies are qualifying country end products:
	(Insert line item no.)	(Insert country of origin)
(iii)	The offeror certifies that t	following supplies are qualify as designated country end products:
	(Insert line item no.)	(Insert country of origin)
(iv)	The offeror certifies that t	following supplies qualify as Caribbean Basin country end products
	(Insert line item no.)	(Insert country of origin)
(v)	The offeror certifies that	e following supplies qualify as NAFTA country end products:
	(Insert line item no.)	(Insert country of origin)
(vi	The offeror certifies that	e following supplies are other nondesignated country end products:
	(Insert line item no.)	(Insert country of origin)

(LIST AS NECESSARY)

- (3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.
- (g) BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is included in this solicitation.)

- (1) The offeror certifies that--
- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The offeror must identify and certify all end products that are not domestic end products.
- (i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

(Insert line item number)	
The offeror certifies that the following supplies are q	qualifying country (except Canada) end pr
(Insert line item number)	(Insert country of origin)
The offeror certifies that the following supplies quali	ify as NAFTA country end products:
(Insert line item number)	(Insert country of origin)
(msert fine item number)	(Hisert country of origin)
The offeror certifies that the following supplies are o	, , ,
,	, ,

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals
[] are [] are not
presently debarred, suspended, proposed for debarment, or declared ineligible for the away

ard of contracts by any Federal agency,

(2) [] Have or [] Have not,

and

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

[] are or
[] are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(FAR 52.212-3/Alt III)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

- (a) **DEFINITIONS.** As used in this clause--
- (1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).
- (2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
 - (b) CERTIFICATION. By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--
 - (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

L2.05-5 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S) (DESC AUG 1998)

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.
 - (2) The first page of the offer must show--
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (v) Terms of any express warranty;
 - (vi) Price and any discount terms; and
 - (vii) A completed copy of the representations and certifications in the Offeror Submission Package.
 - (3) IFBs ONLY.
 - (i) Facsimile bids are not authorized for this solicitation.
- (ii) **EVALUATION** Net Payment Terms. Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.
 - (4) RFPs ONLY
- (i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.
- (ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (c) STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.
- (d) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for <u>120</u> calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

L2.05-5 (CONT'D)

1.

- (e) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (f) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(g) LATE OFFERS.

(1) FOR IFBs. See the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision in Addendum

(2) FOR RFPs.

- (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--
- (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
- (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term **working days** excludes weekends and U.S. Federal holidays;
- (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;
- (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or
 - (F) It is the only proposal received.
- (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.
- (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. **Postmark** means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offeror or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. **Postmark** has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
- (viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is <u>2:00 PM</u> local time for the designated Government office.
 - (h) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (i) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.
 - (j) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (k) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting

Officer.

L2.05-5 (CONT'D)

(l) CONTRACT AWARD.

- (1) RFPs ONLY (not applicable to IFBs).
- (i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.
- (ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
 - (iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.
 - (3) The Government may reject any or all offers if such action is in the Government's interest.
 - (4) The Government may waive informalities and minor irregularities in offers received.
- (5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.
 - (7) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(m) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION 470 L'ENFANT PLAZA, SW, SUITE 8100 WASHINGTON, DC 20407

TELEPHONE: (202) 619-8925 FAX: (202) 619-8978

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.
 - (2) The DOD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)

BUILDING 4, SECTION D 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5094 TELEPHONE: (215) 697-2667/2179

FAX: (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DoDSSP Internet site at http://www.dodssp.dla.mil.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or

maintenance

(n) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at http://www.dnb.com/. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com. (FAR 52.212-1, tailored)

II.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (APR 1998)

- (a) **INSPECTION/ACCEPTANCE.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
 - (c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
 - (e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.
- (f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without it s fault or negligence, such as acts of God or the public enemy, acts of the Government in either it s sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
 - (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Contract number, contract line item number, and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
 - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government

bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United Stated or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

I1.03-1 (CONT'D)

- (i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with FAR Clause 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.
- (j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
 - (k) TAXES. The contract price includes all applicable Federal, State, and local taxes and duties.
- (1) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.
- (r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
 - (3) The clause at 52.212-5;
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software;
 - (5) Solicitation provisions if this is a solicitation;
 - (6) Other paragraphs of this clause;
 - (7) Standard Form 1449;
 - (8) Other documents, exhibits, and attachments; and
 - (9) The specification.

(FAR 52.212-4)

I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 1999)

- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-3, Convict Labor (E.O. 11755); and
 - (2) 52.233-3, Protest After Award (31 U.S.C. 3553).
- (b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

10 U.S.C. 2402).	[X]	52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and
	[]	52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
waiver the prefero	[X] ence, it	52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to shall so indicate in its offer).
	[X]	52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).
	[]	52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
	[X]	52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
7102, and 10 U.S	[X] S.C. 232	52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 3) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). []Alt I.
section 7102, and		52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, c.C. 2323).
7102, and 10 U.S	[] S.C. 232	52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 3).
	[]	52.222-21, Prohibition of Segregated Facilities (Feb 1999).
	[X]	52.222-26, Equal Opportunity (E.O. 11246).
	[X]	52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
	[X]	52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
	[X]	52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
	[]	52.225-3, Buy American Act - Supplies (41 U.S.C 10).
2582).	[]	52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41.U.S.C. 10, 19 U.S.C. 2501-
	[]	52.225-18, European Union Sanction for End Products (E.O. 12849).

[] 52.225-19, European Union Sanction for Services (E.O. 12849).

I1.04 (CONT'D)

[] Program (41 U.S.C. 10,	52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Pub. L. 103-187). []Alt I.
[]	52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
[]	52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate)

	[]	52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).
	[]	52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
(29 U.S.C. 206 a	[] and 41	52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) U.S.C. 351 et seq.).
seq.).	[]	52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et
Contractor Colle		52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

- (d) COMPTROLLER GENERAL EXAMINATION OF RECORD. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:
 - 52.222-26, Equal Opportunity (E.O. 11246);
 - 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and
 - 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 1999)

- (a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.
- (b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

[] 252.205-7000	Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416
[] 252.206-7000	Domestic Source Restriction, 10 U.S.C 2304
[X] 252.219-7003	Small and Small Disadvantaged Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637
[] 252.225-7001	Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582
[X] 252.225-7007	Buy American Act -Trade Agreements Act - Balance of Payments Program ([] Alt I), 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note
[] 252.225-7012	Preference for Certain Domestic Commodities
[] 252.225-7014	Preference for Domestic Specialty Metals 10 U.S.C. 2341 note
[] 252.225-7015	Preference for Domestic Hand or Measuring Tools 10 U.S.C. 2241 note
[] 252.225-7021	Trade Agreements ([] Alt I), 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note
[] 252.225-7027	Restriction on Contingent Fees for Foreign Military Sales, 22 U.S.C. 2779
[] 252.225-7028	Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755
[] 252.225-7029	Restriction on Acquisition of Air Circuit Breakers, 10 U.S.C. 2534(a)93)
[] 252.225-7036	Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program ([] Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note
[] 252.227-7015	Technical Data Commercial Items, 10 U.S.C. 2320
[] 252.227-7037	Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321
[] 252.243-7002	Certification of Requests for Equitable Adjustment, 10 U.S.C. 2410
[] 252.247-7024	Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631

(c) In addition to the clauses listed in paragraph (b) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under the contract.

[] 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

(DFARS 252.212-7001)

ADDENDUM #1

PRE-AWARD SOLICITATION PROVISIONS

K1.01-7	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D) (DESC MAY 1997)
	SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S MANUFACTURING SOURCE.
	(a) The representation in (b) below concerning the offeror's manufacturing source applies to small business set-aside line items and
SDB evaluat	tion preference line items only. To be eligible for either of these, the representation must state that <u>all</u> end items will be manufactured
	by a small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific
	lure to hereby so state below and failure to submit same with the offeror may render the offer ineligible for award in either of these
types of pro	
-5F F	(b) The small business concern represents as part of its offer that—
	[] all
	[] not all
possessions,	end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or Puerto Rico, or the Trust Territory of the Pacific Islands.
K1.01-11	SMALL BUSINESS PROGRAM REPRESENTATIONS (ALT II) (OCT 1998/JAN 1999)
	(a) (1) The standard industrial classification (SIC) code for this acquisition is <u>5172/2911</u> .
	(2) The small business size standard is <u>1500</u> .
	(3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service
contract, but	that proposes to furnish a product that it did not itself manufacture, is 500 employees.
	(b) REPRESENTATIONS.
	(1) The offeror represents as part of its offer that it
	[] is,
	[] is not
	a small business concern.
	(2) (Complete only if offeror represented itself as a small business concern in subparagraph (b)(1) of this provision.) The
offeror repre	esents, for general statistical purposes, that it-
	[] is,
	[] is not
	a small disadvantaged business concern as defined in 13 CFR 124.1002.
	(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The
offeror repre	esents as part of its offer that it
	[] is,
	[] is not

a women-owned small business concern.

offeror represents, as part of its offer, that--

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The

and

K1.01-11	(CONT'D)	
	(i) It	
	[] is [] is not	
	a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small encerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126;	•
	(ii) It	
	[] is [] is not	
-	a joint venture that complied with the requirements of 13 CFR Part 126, and the representations in paragraph (b)(4)(i) of this accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the mes of the HUBZone small business concern or concerns that are participating in the joint venture:)	

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) **DEFINITIONS.**

- (1) Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.
 - (2) Woman-owned small business concern, as used in this provision, means a small business concern-
- (i) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (ii) Whose management and daily business operations are controlled by one or more women.

(d) NOTICE.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
 - (i) Be punished by imposition of a fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(FAR 52.219-1/Alt II)

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Systems.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at http://www.dnb.com. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

K5 USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)

(a) **DEFINITIONS.**

- (1) **Electronic Data Interchange** (EDI) means the computer-to-computer exchange of business documents between trading partners using a public standard format.
- (2) American National Standards Institute (ANSI) means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.
 - (3) **Trading partner** means any business customer engaging in an EDI program.
- (4) **Trading Partner Agreement** (TPA) means the legal document wherein the trading partners agree to the electronic exchange of documents.
 - (5) Value Added Network (VAN) means the electronic mailbox through which EDI partners exchange business transactions.
- (b) The Defense Energy Support Center (DESC) may utilize EDI for certain documents in contracts awarded under this solicitation. DESC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DESC and the Contractor will enter into a TPA.
 - (c) A check in this block indicates that the Contractor has already entered into a TPA with DESC.
 - (d) Upon submission of the following data, DESC will forward a TPA to the Contractor for execution:

(1)	Company Name:	
(2)	Point of Contact for EDI:	
(3)	POC's Telephone Number:	
(4)	POC's Address:	
(5)	VAN Sarvica Providar(c)	

K5	(CONT'D)	
	(6) Provide in	formation for the following fields:
	ISA07	Company Qualifier
	ISA08	Company Value
	GS03	Company Value
	(7) Please ide	ntify:
	Element S	eparator:
	Subelemen	nt Separator:
	Segment T	'erminator:
one will be signutual agreer Sets available	with the Government gened between the Contract of the Contract (f) When a TPA in (1) The TPA in the Contract (2) The Contract (2) The Contract (3) Transactic (4) Nothing in	
K45.01	(a) FACSIMILE (1) Submissio (2) Offeror sh [] YES (3) See the SI (4) RETURN (i) Invoice	on of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times. It is all indicate whether or not he intends to submit invoices via FAX:
SUBMISSIO affected items	(1) Electronic N OF INVOICES F s.	(For overseas locations, include the country code) IC INVOICING (EDI) submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those or shall indicate whether it intends to submit electronic invoices via EDI. [] NO
	(3) See the SU	JBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

- (a) **DEFINITIONS.** As used in this provision--
- (1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
 - (3) Significant interest, as used in this provision means--
- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets
 - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) DISCLOSURE.

of the firm; or

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

L2.10 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected. (FAR 52.214-34)

L2.10-1 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected. (FAR 52.214-35)

L2.29 MASTER SOLICITATION (DESC JUN 1997)

- (a) This solicitation is a master solicitation for the <u>COG Posts, Camps and Stations</u> Purchase Program. This master solicitation contains the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, this master solicitation should be retained for the duration of the program). However, each supplemental solicitation will be considered a separate and individual solicitation.
- (b) The initial opening/closing date for the solicitation is <u>March 16, 1999.</u> Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

L3.03 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)

- (a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it-
- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later that 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m., one working day prior to the date specified for receipt of bids.
 - (b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope wrapper and or on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerks to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
- (e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (g) Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision entitled "Facsimile Bids." A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.
- (h) If an emergency or unanticipated event interrupts normal Government processes so as to cause postponement of the scheduled bid opening, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the opening date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal Government processes resume.

(FAR 52.214-7)

L4.04 CONTRACT AWARD - SEALED BIDDING (JUL 1990)

- (a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.
- (b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- (c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, BIDS MAY BE SUBMITTED FOR QUANTITIES LESS THAN THOSE SPECIFIED. THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED, AT THE UNIT PRICES OFFERED, UNLESS THE BIDDER SPECIFIES OTHERWISE IN THE BID.
- (d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

L4.04 (CONT'D)

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(FAR 52.214-10)

L5.01 AGENCY PROTESTS (DESC AUG 1997) - DLAD

- (a) Parties protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order 12979, with the DESC Commodity Business Unit Director.
- (b) Protests filed with the Director, DESC Commodity Business Unit, pursuant to Executive Order 12979 should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The Contracting Officer will forward the protest to the DESC Director of the appropriate commodity business unit for a decision. (This process allows for a higher level decision on the initial protest, it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.)
- (c) Absent a clear indication of the intent to file an agency level protest under Executive Order 12979, protests will be presumed to be protests to the Contracting Officer.
- (d) To the maximum extent possible, all parties shall use their best efforts to resolve concerns at the Contracting Officer level through frank and open discussions.

(DLAD 52.233-9000, revised)

L46 SINGLE UNIT PRICE REQUIRED (DESC JUN 1996)

Subparagraph (b)(4) of the DELIVERY CONDITIONS (by various means) clause defines the minimum amount of product that can be required in a single delivery for tank wagons. All offerors must offer a single unit price to provide for the minimum required delivery for tank wagons. All offerors must offer a single unit price to cover any quantity of product that may be required in a single delivery under the contract. Offers that provide for a unit price that fluctuates according to the quantity delivered in a single delivery are not acceptable.

L54 SITE VISIT (DESC OCT 1992)

- (a) It is the responsibility of the offerors/bidders to inspect the site where supplies are to be delivered and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery and the cost of contract performance, to the extent that the information is reasonably obtainable. Offerors/bidders are responsible for any costs incurred for any site inspection and for obtaining information.
 - (b) In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L96 ADMINISTRATION OF THE SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PROGRAM CLAUSES (DESC MAY 1996)

The SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PROGRAM clauses contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District. (DESC 52.242-9F06)

L114 SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS (APR 1984)

- (a) If more than one shipping point or plant is designated by the offeror and the offeror fails to indicate the quantity per shipping point or plant before bid opening, the Government will evaluate the offer on the basis of delivery of the entire quantity from the point or plant where cost of transportation is more favorable to the Government.
- (b) If the offeror, before bid opening (or the closing date specified for receipt of offers), fails to indicate any shipping point or plant, the Government will evaluate the offer on the basis of delivery from the plant at which the contract will be performed, as indicated in the offer. If no plant is indicated in the offer, the offer will be evaluated on the basis of delivery from the Contractor's business address indicated in the offer.
- (c) If the offeror uses a shipping point other than that which has been used by the Government as a basis for the evaluation of offers, any increase of transportation costs shall be borne by the Contractor and any savings shall revert to the Government. (FAR 52.247-46)

L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (DOMESTIC PC&S) (DESC JUN 1997)

[] Check here if not subcontracting with a transportation company in the performance of any resultant contract.

- (a) In the performance of any resultant contract, offeror agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Offerors shall submit the name, address, and telephone number of the transportation company(ies) that will be utilized in the performance of any resultant contract. In addition, it is requested that offerors provide the State(s) in which the transporter is authorized to conduct business.
- (b) The information provided will not be used in the evaluation of offer prices. However, the information is subject to review by the Contracting Officer and could result in a nonresponsibility determination. Failure to provide the requested information may also render the offeror nonresponsible.
- (c) Should any of the specified information change prior to award, offerors are required to provide the Contracting Officer with the updated information (also see the NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY clause in Addendum II).

Name, Address, and Phone Number	State(s) in which transporter
of Transportation Company	is authorized to operate

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

- (a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.
- (b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.
- (c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS COMPETITIVE ACQUISITIONS provision. (DESC 52.252-9F01)

M16.01 EVALUATION OF BIDS FOR MULTIPLE AWARDS (MAR 1990)

In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating bids, that \$500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs. (FAR 52.214-22)

M55 CONVERSION FACTORS (DESC APR 1998)

- (a) This provision applies to all products except lubricating oils.
- (b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DESC in the evaluation of the offer.

(1) **TABLE I.**

One Imperial Gallon = 1.20095 U.S. Gallons at the same temperature
One Liter = 0.264172 U.S. Gallons at the same temperature
One Cubic Meter (1,000 liters) = 6.2898 Barrels at the same temperature
One U.S. Barrel = 42 U.S. Gallons at the same temperature
One Kilometer = 0.62137 Miles
One Mile = 1.6093 Kilometers
One Nautical Mile = 1.15 Statute Miles

(2) TABLE II.

DENSITY TYPICAL

PRODUCT	<u>@15°C</u> <u>@60°F</u>						
	2		BARRELS PER	GALLONS PER	LITERS PER	BARRELS PER	GALLONS PER
	Kg/m^3	<u>API</u>	METRIC TON	METRIC TON	METRIC TON	LONG TON	LONG TON
AUTOMOTIVE							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
BURNER FUEL OIL	<u>_S</u>						
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL	, <u></u>	20.2	0.071	20,	10,0.00	,,,,,	2707
NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO.							
5 HEAVY 960.7	15.7	6.557	275.39	1040.91	6.662	279.81	
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25
DIESEL FUELS							
DFA	810.5	43.0	7.775	326.54	1233.81	7.900	331.79
DF1	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
DF2/GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36

INTERMEDIATE FUEL OILS							
IFO 60	947.2	17.8	6.651	279.33	1055.74	6.757	283.81
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 220	967.9	14.6	6.508	273.34	1033.16	6.612	277.72
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01
JET FUELS							
JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26
KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLA	TE						
FUEL (F76)							
AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

(3) TABLE III.

PRODUCT	ASSUMED DENSIT 20 deg C/20 deg C	<u> </u>		
	g/mL	lb/gal	Kg/gal	
FSII DIEGME	1.025	8.561	3.884	
			(DESC 52 215 0)	

(DESC 52.215-9F05)

M63.01 EVALUATION OF OFFERS FOR ALTERNATE PRODUCT (PC&S) (DESC DEC 1993)

(a) Where an activity can accept either gasohol or gasoline, the item numbers and delivery narratives in the Schedule will be shown for each type product. Offerors may offer on either or both products. Any award will be made for the product that receives the lowest evaluated offer. The Government will use an evaluation factor based on the difference between the Federal Excise Tax (FET) for gasoline and gasohol at the prevailing rate on the date of bid opening or closing of negotiations. This difference, adjusted by the anticipated percentage of on-highway use as shown in the delivery schedule, will be deducted from the gasohol offered price(s) prior to the application of other applicable evaluation criteria.

(b) Do not include the FET for either product in your offer price.

(DESC 52.214-9F02)

LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

[X]	DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
[X]	SF 1449: SOLICITATION/CONTRACT/ORDER TO COMMERCIAL ITEMS	PAGE 1

[X] OFFEROR SUBMISSION PACKAGE

SEPARATE COVER

ADDENDUM #2

POSTAWARD CONTRACT CLAUSES

B18 SET-ASIDE QUANTITIES (DESC FEB 1968)

The total quantities set aside by item and destination are as follows:

ITEM NO.	PRODUCT	TOTAL QUANTITY	NON-SET-ASIDE QUANTITY	SET-ASIDE QUANTITY	DESTINATION
246-139	Diesel Fuel No.2 Low Sulfur DL2	600,000	300,000	300,000	Ft. Lewis Washington
246-289	Reg Unleaded Gas	600,000	300,000	300,000	Ft. Lewis Washington
351-139	Diesel Fuel No. 2 Low Sulfur DL2	900,000	450,000	450,000	Yakima Washington
351-289	Reg Unleaded Gas	900,000	450,000	450,000	Yakima Washington
600-689	Diesel Fuel No. 2 Low Sulfur DL2	1,200,000	600,0000	600,000	Bangor Washington
600-289	Reg Unleaded Gas	1,500,000	750,000	750,000	Bangor Washington
600-469	Burner Oil No.2	3,000,000	1,500,000	1,500,000	Bangor Washington
780-13	Diesel Fuel, DL-2	700,000	350,000	350,000	Great Falls Montana
780-24/28	Gasohol/Gasoline	927,000	463,500	463,500	Great Falls Montana

(DESC 52.207-9F05)

B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUN 1997)

- (a) WARRANTIES. The Contractor warrants that--
- (1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause;
 - (2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.
 - (b) **DEFINITIONS.** As used throughout this clause, the term--
 - (1) Base price means--
 - (i) The unit price offered for an item and included in the contract award schedule; or
- (ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.
- (2) **Base reference price** means the preselected reference price for an item as published on <u>February 22, 1999</u>. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.
- (3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (f) below.
 - (4) Date of delivery means--
 - (i) FOR TANKER OR BARGE DELIVERIES.
 - (A) F.O.B. ORIGIN. The date and time vessel commences loading.
 - (B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.
 - (ii) FOR ALL OTHER TYPES OF DELIVERIES. The date product is received on a truck-by-truck basis.
 - (5) Calendar week means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1)

below.

clause.

and

- (c) **ADJUSTMENTS.** The Contracting Officer shall issue a modification to the contract to reflect any price change pursuant to this
 - (1) DAY OF PUBLICATION.
- (i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price published on the previous Tuesday.
- (ii) **OTHER PUBLICATIONS.** Except for items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.
- (2) **CALCULATIONS.** The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.
 - (i) If averages are published within a given publication, then these averages will be used.
 - (ii) If averages are not available within a given publication, manually calculated averages will be used.
 - (3) **REVISION OF PUBLISHED REFERENCE PRICE.** In the event--
 - (i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or
 - (ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market

conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the reference price was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Dispputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

- (4) **FAILURE TO DELIVER**. Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.
- (5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed <u>60</u> percent of the base price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.
- (i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.
- (ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.
- (d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.
- (e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.
 - (f) **PUBLICATIONS:** The following publication(s) is (are) used:
 - OPIS Oil Price Information Service PAD Reports Average price for the city and product noted.

Platt's – Platt's Oilgram Price Report (PUBLISHED TUESDAY), Five-Day Rolling Average, Gasoil/Heating Oil, Low Sulfur Resid Fuel Oil or High Sulfur Resid Fuel Oil Tables. The average of the high and low price for the location and product noted.

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PETROLEUM MARKET AREAS

State		<u>Counties</u>
<u>Idaho</u>	A.	Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce, Shoshone
	В.	Bannock, Bear Lake, Bingham, Blaine, Bonneville, Butte, Camas, Caribou, Cassia, Clark, Custer, Franklin, Fremont, Gooding, Jefferson, Jerome, Lemhi, Lincoln, Madison, Minidoka, Oneida, Power, Teton, Twin Falls
	C.	Ada, Adams, Boise, Canyon, Elmore, Gem, Owyhee, Payette. Valley, Washington
Montana	A.	Granite, Lake, Lincoln, Mineral, Missoula, Ravalli, Sanders
	В.	Beaverhead, Blaine, Broadwater, Cascade, Chouteau, Deer Lodge, Fergus, Flathead, Gallatin, Glacier, Hill, Jefferson, Judith Basin, Lewis and Clark, Liberty, Madison, Meagher, Park, Pondera, Powell, Silver Bow, Sweet Grass, Teton, Toole, Wheatland
	C.	Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, Golden Valley, McCone, Musselshell, Petroleum, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, Yellowstone
State		<u>Counties</u>
State Oregon	A.	<u>Counties</u> Baker, Grant, Harney, Malheur
	A. B.	
		Baker, Grant, Harney, Malheur
	В.	Baker, Grant, Harney, Malheur Morrow, Umatilla, Union, Wallowa Benton, Clackamas, Clatsop, Columbia, Coos, Crook, Curry, Deschutes, Douglas, Gilliam, Hood River, Jackson, Jefferson Josephine, Klamath, Lake, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington,
Oregon	B. C.	Baker, Grant, Harney, Malheur Morrow, Umatilla, Union, Wallowa Benton, Clackamas, Clatsop, Columbia, Coos, Crook, Curry, Deschutes, Douglas, Gilliam, Hood River, Jackson, Jefferson Josephine, Klamath, Lake, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Wheeler, Yamhill Clallam, Grays Harbor, Jefferson, King, Kitsap, Kittitas,
Oregon	B. C.	Baker, Grant, Harney, Malheur Morrow, Umatilla, Union, Wallowa Benton, Clackamas, Clatsop, Columbia, Coos, Crook, Curry, Deschutes, Douglas, Gilliam, Hood River, Jackson, Jefferson Josephine, Klamath, Lake, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Wheeler, Yamhill Clallam, Grays Harbor, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pacific, Pierce, Snohomish, Thurston, Yakima
Oregon	В. С. А. В.	Baker, Grant, Harney, Malheur Morrow, Umatilla, Union, Wallowa Benton, Clackamas, Clatsop, Columbia, Coos, Crook, Curry, Deschutes, Douglas, Gilliam, Hood River, Jackson, Jefferson Josephine, Klamath, Lake, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Wheeler, Yamhill Clallam, Grays Harbor, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pacific, Pierce, Snohomish, Thurston, Yakima Clark, Cowlitz, Klickitat, Skamania, Wahkiakum Adams, Chelan, Douglas, Ferry, Grant, Lincoln, Okanogan,

Gasolines

<u>State</u>	MARKET AREA	ESCALATION REFERENCE
<u>Idaho</u>	A	OPIS Spokane, WA
	В	OPIS Salt Lake City, UT
	С	OPIS Boise, ID
Montana	A	OPIS Missoula, MT
	В	OPIS Great Falls, MT
	С	OPIS Billings , MT
Oregon	A	OPIS Boise, ID
	В	OPIS Pasco, WA
	С	OPIS Portland, OR
<u>Washington</u>	A	OPIS Seattle, WA
	В	OPIS Portland, OR
	C	OPIS Spokane, WA
	D	OPIS Pasco, WA
	Е	OPIS Anacortes, WA

^{*} NOTES:

CLEAR/OXYGENATED GASOLINE

- a) All regular unleaded gasoline items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasoline items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasoline items escalate/deescalate with premium unleaded gasoline reference.
- b) Gasoline items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasoline items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.

REFORMULATED GASOLINE

- c) Reformulated gasoline (RFG) items, outside of oxygenated fuel program areas, will use the average price for non-oxygenated program RFG.
- d) Reformulated gasoline items, within an oxygenated fuel program area, will use the average price for oxygenated program reformulated gasoline (OPRG). Reformulated gasoline items ,within oxygenated fuel program areas, switch to an OPRG reference at the start of the control period and return to a non-oxygenated program RFG price at the end of the control period.

GASOHOL

- e) All regular unleaded gasohol items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasohol items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasohol items escalate/deescalate with premium unleaded gasoline reference.
- f) Gasohol items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasohol items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.

- g) Gasohol items, in areas where reformuated gasoline (RFG) is required by law, will use the average price for reformulated gasoline. Gasohol items, in areas with an oxygenated fuel program where reformulated gasoline is required, will switch to the reformulated oxygenated gasoline (OPRG) price during the control period and return to the non-oxygenated program reformulated gasoline (RFG) price at the end of the control period.
- h) Gasohol items, in areas where low RVP gasoline is required, will follow the appropriate references for gasoline as explained in the notes entitled RVP REQUIREMENTS FOR GASOLINE.

BASE REFERENCE PRICES FOR OXYGENATED FUELS

i) As the control period ends after the base reference date of this IFB, base reference prices for oxygenated fuels shall be utilized for all bidder submissions for oxy fuels.

RVP REQUIREMENTS FOR GASOLINE

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OPIS Portland, OR -- All regular, midgrade and premium unleaded gasoline items should switch to the 7.8 RVP gasoline reference the 1st Monday in May or when the 7.8 RVP gasoline reference first becomes available and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.

NO. 1 DISTILLATE HIGH AND LOW SULFUR*

STATE	MARKET AREA	ESCALATION REFERENCE
<u>Idaho</u>	A	OPIS Spokane, WA Low Sulfur
	В	OPIS Salt Lake City, UT Low Sulfur
	C	OPIS Boise Low Sulfur
Montana	A	OPIS Missoula Low Sulfur
	В	OPIS Great Falls Low Sulfur
	C	OPIS Billings Low Sulfur
Oregon	A	OPIS Boise, ID Low Sulfur
	В	OPIS Pasco, WA Low Sulfur
	C	OPIS Portland Low Sulfur
Washington	A	OPIS Seattle Low Sulfur
	В	OPIS Portland, OR Low Sulfur
	С	OPIS Spokane Low Sulfur
	D	OPIS Pasco Low Sulfur
	E	OPIS Anacortes Low Sulfur

^{*} NOTE: Applies to DF-1, Kerosene 2-K, FS1 (Burner Oil), HS1, DL-1, Kerosene 1-K, LS1, LSW

NO. 2 DISTILLATE HIGH SULFUR*

STATE	MARKET AREA	ESCALATION REFERENCE
<u>Idaho</u>	A	OPIS Spokane, WA
	В	OPIS Salt Lake City, UT
	C	OPIS Boise
Montana	A	OPIS Missoula Low Sulfur
	В	OPIS Great Falls Low Sulfur
	C	OPIS Billings Low Sulfur
Oregon	A	OPIS Boise, ID
	В	OPIS Pasco, WA
	C	OPIS Portland
Washington	A	OPIS Seattle
	В	OPIS Portland, OR
	C	OPIS Spokane
	D	OPIS Pasco
	Е	OPIS Anacortes

^{*} NOTE: Applies to DF2, FS2 (Burner Oil), HS2

NO. 2 DISTILLATE LOW SULFUR*

<u>STATE</u>	MARKET AREA	ESCALATION REFERENCE
<u>Idaho</u>	A B	OPIS Spokane, WA OPIS Salt Lake City, UT
Montana	C A	OPIS Boise OPIS Missoula
	B C	OPIS Great Falls OPIS Billings
Oregon	A B C	OPIS Boise, ID OPIS Pasco, WA OPIS Portland
Washington	A B C D E	OPIS Seattle OPIS Portland, OR OPIS Spokane OPIS Pasco OPIS Anacortes

^{*} NOTE: Applies to DL2, DLS, LS2, LSS, MGO

No. 4 Fuel Oil

State State	Market Area	Sulfur <u>Requirement</u>	Escalation Reference
Washington	A	.5%	50% Platts Bunkerwire Seattle Bunker C 50% OPIS Seattle, WA No.2 High Sulfur
		No. 5 Fuel Oil	
Stata	Moulest Augo	Sulfur	Eggalotion Defenence
<u>State</u>	Market Area	<u>Requirement</u>	Escalation Reference
<u>Oregon</u>	В	1.75% (Heavy)	75% Platts Bunkerwire Portland Bunker C 25% OPIS Pasco, WA No.2 High Sulfur
		No. 6 Fuel Oil	
		No. o Fuel On	
Sulfur			
<u>State</u>	Market Area	Requirement	Escalation Reference
Washington	A	2.0%	Platts Bunkerwire Seattle Bunker C

(DESC 52.216-9FW1)

Platts Bunkerwire Seattle Bunker C

SPECIAL NOTE:

1.75%

Contract fuel price changes are now available through the Internet at the Defense Energy Support Center's Home Page. Beginning with new contract period, paper copies of price changes will no longer be mailed. If your organization does not already have access to the Internet, there are many Internet Service providers (ISP). All that is needed is a personal computer capable of running Windows 3.1 or higher connected to a standard telephone line using a phone jack cable, a modem, and a subscription to one of the many ISP's such as Compuserve, American Online, Prodigy, or Erols for access to the Internet. These are also Internet Web browers available for non-Windows (DOS, Mac, etc.) computer operating environments. The ISP of your choice will provide Internet access instructions including software requirements for those not familiar with the Internet. Agreements with ISP's are between the user and the provider.

DESC's decision to move from paper to electronic distribution of fuel contract price changes will benefit fuel contractors and government agencies alike. Price Information will be available immediately after processing, avoiding normal mailing delays and time consuming telephone calls. Questions or concerns about this change can be directed to Cheryl Creason at (703) 767-9551 or Kathryn Fantasia at (703) 767-9553.

The Defense Energy Support Center's Home Page is available at:

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http://www.desc.dla.mil

C16.69 SPECIFICATIONS (DESC SEP 1998)

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product which complies with the more stringent requirement. Product which fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

NOTE: Gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM. ASTM D 4814 applies.

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE (6)	AKI, MINIMUM (1)	
9130-00-148-7103	Gasoline, Regular Unleaded	87(3)	
9130-01-272-0983	Gasoline, Midgrade Unleaded	89	
9130-00-148-7104	Gasoline, Premium Unleaded	91	

(1) The following oxygenates are permitted at this time:

OXYGENATE	VOLUME % ALLOWED

Ethanol (only during the oxygenated fuel season)

9.0 min. to 11.0 max.

Methyl tertiary-butyl ether (MTBE)

15.0 max.

Ethyl tertiary-butyl ether (ETBE)

17.0 max.

- (2) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.
 - (3) In addition to an AKI of 87 minimum, the MON must not be less than 82.
- (4) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.
 - (5) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.
- (b) GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM. In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution. CID A-A-52530 dated October 10, 1995, applies.

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	AKI, MINIMUM (1)
9130-01-090-1093	Gasohol, Regular Unleaded	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	89
9130-01-090-1094	Gasohol, Premium Unleaded	91

(1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

- (2) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.
 - (3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.
 - (c) REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND

PREMIUM. ASTM D 4814 applies, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994 Federal Register. In part, these regulations mandate that reformulated gasoline must meet two performance requirements: no net increase in emissions of oxides of nitrogen versus the baseline gasoline marketed by a refiner in 1990; and a 15 percent reduction in emissions of volatile organic compounds (VOCs) versus the baseline gasoline marketed by a refiner in 1990. Further, these regulations mandate that reformulated gasoline must meet three compositional requirements: 2.0 weight percent minimum oxygen; 1.0 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	AKI, MINIMUM (1)
9130-01-388-4080	Reformulated Gasoline, Regular	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	89
9130-01-388-4524	Reformulated Gasoline, Premium	91

- (1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.
- (2) Blending of permissible oxygenate into gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by inline blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.
 - (3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.
- (d) **DIESEL FUEL.** ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT.
- (1) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, DF1, AND DFA ONLY.** Product shall conform to the following salient characteristics as extracted from Commercial Item Description A-A-52557, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 2, 1996:

LOW SULFUR GRADES

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	DESC PRODUCT CODE	MAXIMUM SULFUR CONTENT	RED DYE
9140-00-000-0184	Grade Low Sulfur No. 2-D	DL2	0.05 wt%	No
9140-00-000-0185	Grade Low Sulfur No. 1-D	DL1	0.05 wt%	No
9140-01-413-7511	Grade Low Sulfur No. 2-D	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade Low Sulfur No. 1-D	DLW	0.05 wt%	Yes

HIGH SULFUR GRADES

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	RED DYE
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%	Yes

- (i) The fuel shall be composed of petroleum hydrocarbon fractions meeting the requirements of ASTM D 975, except as noted below.
- (A) A fuel stabilizer additive/biocide conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuels for intermediate (6-18 months) and long-term (18-25 months) periods of storage by preventing fuel deterioration and microbiological growth. Additive concentrations are given in the latest revision of QPL-53021.
- (B) A corrosion inhibitor/lubricity improver conforming to MIL-I-25017 may be blended into the fuel to inhibit corrosion. Additive concentration limits are given the latest revision of QPL-25017. If MIL-I-25017 is used as a lubrication improver, then up to 250 parts per million (ppm) may be added to the fuel.
- (C) Fuel system icing inhibitor conforming to MIL-I-85470 may be blended into the fuel to purge small quantities of water from the fuel system and to prevent the formation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with FED-STD-791, methods 5327, 5330, 5340, or 5342.
 - (ii) The diesel fuel oil shall meet the physical and chemical requirements of ASTM D 975, with the following exceptions:

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- (A) The maximum cloud point (see 7.2 of CID A-A-52557) shall be equal to or lower than the tenth percentile minimum ambient temperature for the area in which ambient temperatures for U.S. locations are shown in Appendix X2 of ASTM D 975.
 - (B) Total particulate level as measured by ASTM D 5452 shall not exceed 10 mg/L.
- (iii) The Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel fuel as a means of identification. The minimum concentration is provided in 40 CFR Part 80.
- (2) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY.** Product shall conform to ASTM D 975 as shown below:

LOW SULFUR GRADES

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	PRODUCT CODE	SULFUR CONTENT	RED DYE
9140-01-398-0697	Grade Low Sulfur No. 2-D	LS2	0.05 wt%	No
9140-01-398-1130	Grade Low Sulfur No. 1-D	LS1	0.05 wt%	No
9140-01-413-4919	Grade Low Sulfur No. 2-D	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade Low Sulfur No. 1-D	LSW	0.05 wt%	Yes

HIGH SULFUR GRADES

		DESC	MAXIMUM	
		PRODUCT	SULFUR	
NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	CODE	CONTENT	RED DYE
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%	Yes

- (i) Unless otherwise specified in the Schedule, the cloud point shall be not more than the tenth percentile minimum temperature specified in Appendix X2 of ASTM D 975.
- (ii) As a means of identification, the IRS requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol) must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.
- (3) **APPLICABLE TO ALL GRADES.** Blending of one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.
- (4) **APPLICABLE TO #1 DIESEL GRADES ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10°F (-12°C). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--

- (i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**
- (ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.
 - (5) See the SPECIFICATIONS (CONT'D) clause for additional regional diesel fuel requirements.
 - (e) FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6. ASTM D 396 applies.

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE
9140-00-247-4366	Fuel Oil, Burner 1
9140-00-247-4365	Fuel Oil, Burner 2
9140-01-107-6139	Fuel Oil, Burner 4 (Light)
9140-00-247-4360	Fuel Oil, Burner 4
9140-01-058-4431	Fuel Oil, Burner 5 (Light)
9140-00-247-4359	Fuel Oil, Burner 5 (Heavy)
9140-00-247-4354	Fuel Oil, Burner 6

- (1) Refer to the Schedule of the maximum allowable sulfur content for Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or state/local environmental requirements, whichever is more stringent.
- (2) **FUEL OIL, BURNER, GRADES 4, 4(LIGHT), 5(LIGHT), 5(HEAVY), AND 6.** All residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. When the fuel oil offered contains used oil or other recycled petroleum components, the product shall meet the additional minimum specification requirements as follows:

CON	ALLOWABLE STITUENT/PROPERTY	R TEST METHOD ¹	EQUIRED DETECTION <u>LIMIT</u>	MAXIMUM <u>LEVEL</u>
1.	Arsenic	EPA SW-846 6010 ^{2,3,4}	0.5 ppm max	5 ppm max
2.	Cadmium	EPA SW-846 6010 ^{2,3}	0.2 ppm max	2 ppm max
3.	Chromium	EPA SW-846 6010 ^{2,3}	1.0 ppm max	10 ppm max
4.	Lead	EPA SW-846 6010 ^{2,3}	10 ppm max	100 ppm max
5.	Total Halogens	EPA SW-846 5050/9056 ⁵	NA	1000 ppm max
6.	Flash Point	ASTM D 93	NA	100°F (38°C) min

NOTES:

- 1. Choose the appropriate sample preparation method as outlines in EPA SW-846, in order to achieve required detection limits.
- 2. Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.
- 3. If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method OC must be documented and available for review.
- 4. Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method OC must be documented and available for review.
- 5. A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

- (3) The above specification requirements reflect the Federal EPA specifications for used oil contained in 40 CFR Parts 266 and 279. If State or local requirements for used oil are more stringent, the fuel oil offered will be required to comply with such. Copies of SW-846 (Test Method for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20422, stock number 955-001-00000-1. Test methods must be run by a State certified laboratory.
 - (4) The supply of off-specification used oil as described in EPA regulations, 40 CFR Parts 266 and 279, is not acceptable.

A CONTRACTOR WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT DISCLOSED IN ITS OFFER THAT PRODUCT WOULD CONTAIN USED OIL, AND (2) THE SUPPLY OF PRODUCT CONTAINING USED OIL IS APPROVED BY THE CONTRACTING OFFICER PRIOR TO AWARD.

[] The offeror represents that it will provide certified test reports with associated QC documents validating EPA used oil standards, contained in 40 CFR Parts 266 and 279, or State/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to--

ATTN: DESC-BPE RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FORT BELVOIR VA 22060-6222

Offeror's EPA Identification Number:	

- (5) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.
- (6) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 wt %, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.
 - (f) **KEROSENE.** ASTM D 3699 applies.

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	SULFUR CONTENT
9140-00-242-6748	Kerosene, Grade No. 2-K	0.30 wt% max.
9140-01-292-4460	Kerosene, Grade No. 1-K	0.04 wt% max.

NOTE: As of July 1, 1998, No. 1-K and No. 2-K Kerosene are taxable upon removal from the terminal unless the kerosene is indelibly dyed or used for military jet fuel. The definition of kerosene is provided in 26 CFR Section 48.4081-1.

C16.69-8 SPECIFICATIONS (CONT'D) (REGION 8) (DESC APR 1997)

In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied either gasoline or gasohol that conforms to Federal, State, and local regulations for minimum oxygen content. The requirements for oxygenated gasoline shown below are based on information published by the State of Oregon Department of Environmental Quality, the Spokane County Air Pollution Control Authority, and the Environmental Protection Agency in the Federal Register dated

November 6, 1991. These requirements are subject to change before or during the contract performance period.

LOCATION	<u>PERIOD</u>	MINIMUM <u>OXYGEN CONTENT</u>
MONTANA COUNTIES		
Missoula	Nov 1 – Feb 29	2.7 Wt%
OREGON CITIES		
Grants Pass, Klamath Falls	Nov 1 - Feb 29	2.7 Wt%
OREGON COUNTIES		
Clackamas, Jackson, Multnomah, Washington, Yamhill, Klamath (part), Josephine (part)	Nov 1 – Feb 29	2.7 Wt%
WASHINGTON COUNTIES		
Spokane	Nov 1 - Feb 29	2.7 Wt%
	(DESC 52.246-9	FAE)

E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUN 1997)

- (a) The following procedures apply to requests for specification waivers.
- (1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or (DSN) 427-8420.
- (2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

E35.02 (CONT'D)

- (3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.
- (4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).
- (b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--
 - (1) Consideration commensurate with the extent of nonconforming supplies; and
 - (2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

E37 SOURCE RESTRICTION AND SOURCE INSPECTION (PC&S) (DESC JAN 1992)

(a) SOURCE RESTRICTION.

- (1) If the Contractor delivers any product that is determined to be off-specification, the Contracting Officer (CO) shall thereafter have the right, upon giving 10 days' written notice, to require the Contractor to designate a single source of supply for each destination set forth in the contract.
- (2) In addition to the name of a single source of supply, the Contractor must provide the address of the terminal or loading point to be used in drawing the requirements for each item in the contract.
 - (3) The Contractor may change suppliers only after requesting and receiving the express written approval of the CO.

(b) **SOURCE INSPECTION.**

- (1) If serious quality problems arise or if a quality problem recurs, for which the Contractor was supposed to have taken corrective action, the CO shall, in addition to Source Restriction, have the right to change the inspection point from destination to origin by advising the Contractor in writing of the change.
 - (2) At the time the change becomes effective--
 - (i) All appropriate clauses relating to origin inspection shall be incorporated into the contract for the items(s) involved;
 - (ii) Source Restriction, if not already in force, will be invoked for all items involved, in accordance with (a) above; and
- (iii) The cognizant DCMC office, upon written notification by the CO, will become the office responsible for inspection at the origin loading or filling point and for providing necessary field assistance.
- (c) Failure to provide the information requested or to take prompt corrective action may result in the item(s) and/or contract being terminated for default.(DESC 52.246-9F55)

(DESC 52.246-9FR1)

F1.01-1 DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS (DESC APR 1997)

<u>IMPORTANT NOTE</u> on **EPA TESTING OF UNDERGROUND TANKS.** If the "volumetric" method is used for annual EPA testing of underground tanks, the "topping off" of tanks for this test is outside the scope of DESC requirements contracts.

- (a) **F.O.B. ORIGIN.** On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. transport truck, truck and trailer, or tank wagon—
 - (1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.
- (2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.
- (b) F.O.B. DESTINATION. On items calling for delivery f.o.b. destination by means of transport truck, truck and trailer, or tank wagon--
- (1) The Contractor shall not be required to deliver by transport truck or truck and trailer a quantity less than a full load nor into more than one storage tank, with the following exceptions:
- (i) An order placed under an item of this contract calling for delivery by transport truck of motor gasoline, fuel oil, diesel fuel, or kerosene, or, if this procurement is for Central America only, jet fuel, may require delivery of a quantity as low as 5,200 gallons whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity; and

F1.01-1 (CONT'D)

- (ii) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank. Where truck and trailer is the method of delivery specified, the Contractor may, at its option, make delivery by transport truck. In the case of deliveries in Alaska, where truck and trailer or transport truck is the method of delivery specified, the Contractor may, at its option, make delivery by tank wagon.
- (2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.
- (3) The Contractor shall not be required to deliver by tank wagon a quantity of less than 575 liters (or 150 gallons) but, at the Government's option, may be required to deliver into more than one storage tank.
- (4) When delivery is made by tank wagon, such wagon shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose. Where delivery is made by transport truck or truck and trailer, such delivery equipment shall be equipped with a minimum of 15 feet of hose.
- (5) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility, the Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.
- (6) Unless otherwise provided in the Schedule, free time for unloading trucks, transport trucks, or trucks and trailers shall be unlimited.
 - (7) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility—
- (i) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment that is poorly maintained may be refused entrance to the installation by the installation Commander.
 - (ii) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.

F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DESC AUG 1996)

- (a) For deliveries when temperature compensating meters are used to determine quantity, the shipping document shall be annotated with the API gravity (or density), net quantity, and a statement that a temperature compensating meter was used to determine quantity.
- (b) For deliveries when quantity is determined without volume correction to 60°F (15°C) as permitted in the DETERMINATION OF QUANTITY clause, subparagraph (b), the shipping document shall be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.
 - (c) For all other deliveries, the shipping document shall be annotated with the gross and net gallons (or gross and net liters), the observed and corrected API gravity (or density), and the temperature at which the product was measured.

F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC SEP 1998)

- (a) QUANTITY. The quantity of supplies furnished under this contract shall be determined as follows:
 - (1) DELIVERIES INTO OR BY TANKER/BARGE.
 - (i) F.O.B. ORIGIN.
- (A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--
 - (a) Shore tank measurements; or
 - (b) Calibrated meter.
 - (B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) F.O.B. DESTINATION.

- (A) On items requiring delivery on an f.o.b. destination basis (except for items to be used as ships' bunkers), the quantity shall be determined (at the Government's option) on the basis of receiving shore tank measurements.
 - (B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iii) F.O.B. VESSEL

- (A) On items requiring delivery f.o.b. vessel by barge for ships' bunkers or for Maritime Prepositioning Ships (MPS), the quantity received will be determined (at the Contractor's option) on the basis of--
 - (a) Origin shore tank measurements; or
 - (b) By calibrated meter, if the Contractor's facilities are so equipped.

F1.09-2 (CONT'D)

- (B) The Government will have the right to have a representative present to witness the measurement of quantity.
- (C) When the vessel is unable to receive any or all of the delivery, the Contractor must immediately notify the DESC Contracting Officer of the circumstances and provide documentation to substantiate the quantity and location where excess product has been offloaded. The Government will have the right to have a representative present to verify these off-load figures.

(2) DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.

(i) F.O.B. ORIGIN.

- (A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--
 - (a) Certified capacity tables of the conveyance loaded; or
 - (b) Calibrated meter; or
 - (c) Weight, using calibrated scales.
 - (B) The Government has the right to have a representative present to witness the measurement of quantity.
- (ii) **F.O.B. DESTINATION**. On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined by one of the following methods:
- (A) The Contractor shall provide delivery equipment that enables the receiving activity and the Contractor to determine quantity at destination in the delivery conveyance by one of the following:
- (a) Calibrated meter (in areas where environmental restrictions prohibit the opening of dome hatches prior to, during, or after off-loading, calibrated meter must be used); or
 - (b) Certified capacity tables. The tables must be made available at the time of delivery; or
- (c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is off-loaded at the receiving activity. This method may not be used for deliveries to Army activities.
- (B) If one of the methods in (A) above is not specified in the contract narrative for deliveries by transport truck or truck and trailer, the Contractor may use the net quantity determined at the loading point by a calibrated loading rack meter. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter. The Government reserves the right to determine the quantity received in gallons at 60 degrees Fahrenheit (or liters at 15 degrees Centigrade) at time of delivery by any valid means available.
 - (C) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of--
 - (a) Weight, using calibrated scales; or
 - (b) A calibrated meter on the receiving tank system.
 - (D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iii) WATER BOTTOMS.

- (A) Every delivery must be free of all water bottoms prior to discharge; and
- (B) The Contractor is responsible for their removal and disposal.
- (b) **VOLUME CORRECTION**. Volume correction to gallons at 60 degrees Fahrenheit (or liters at 15 degrees Centigrade) is required for-
- (1) All product volumes of chemicals, residual fuels, and lubricating oils measured in tank trucks, trucks and trailers, and tank wagons. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).
- (2) All other volumes of fuels and fuel oils measured in tank trucks, trucks and trailers, and tank wagons which are in excess of 3,500 gallons.
- (c) **MEASUREMENT STANDARDS**. All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:
- (1) API Manual of Petroleum Measurement Standards Chapter 7, Method of Measuring the Temperature of Petroleum Products (API 2543/ASTM D 1086). In areas where the metric system is used, an equivalent type Centigrade thermometer may be used.
 - (2) API Manual of Petroleum Measurement Standards Chapter 9, Section 1, Density Determination (ASTM D 1298).
 - (3) API Manual of Petroleum Standards Chapter 3, Method of Gauging Petroleum Products
- (API 2545/ASTM D 1085). A water indicating paste (Testmaster, manufactured by Steward Hall Chemical Corp., 222 Washington St., Mount Vernon, NY 10553, or equivalent) capable of providing a reliable sharp color change in water bottoms containing 50% fuel system icing inhibitor (either Ethylene Glycol Monomethyl Ether or Diethylene Glycol Monomethyl Ether as applicable) shall be used for obtaining water cuts in aviation turbine fuels.
- (4) API Manual of Petroleum Measurement Standards Chapter 11.1, Volume Correction Factors (API 2540/ASTM D 1250/IP 200). Either the printed version or the computer subroutine version of the standard may be used.

(CONT'D) F1.09-2

- (i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).
- (ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).
- (iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).
- (iv) Volume XII, Table 52, shall be used to convert cubic meters at 15 degrees Centigrade to barrels of 60 degrees Fahrenheit, except when this method is restricted by foreign law. Convert liters at 15 degrees Centigrade to cubic meters at 15 degrees Centigrade by dividing by 1,000. Convert gallons at 60 degrees Fahrenheit to barrels at 60 degrees Fahrenheit by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.
 - (v) If the original measurement is by weight, using calibrated scales, then--
 - (A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60 degrees Fahrenheit.
 - (B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60 degrees Fahrenheit.
- (vi) For other than crude oils, lubricating oils, fuels, and fuel oils, volume correction shall be made in accordance with the product specification or as stated elsewhere in the solicitation.
- (5) API Manual of Petroleum Measurement Standards Chapter 4, Proving Systems. All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(d) UNITS OF QUANTITY.

- (1) Depending upon the unit shown in the Schedule, the unit of quantity, as used in this contract, shall be--
 - (i) The barrel of 42 U.S. gallons;
 - (ii) The U.S. gallon of 231 cubic inches;
 - (iii) The long ton of 2,240 pounds;
 - (iv) The pound of 16 ounces;
 - (v) The metric ton of 2,204.6 pounds;
 - (vi) The imperial gallon of 277.42 cubic inches; and
 - (vii) The liter of 61.026 cubic inches.
- (2) Unless otherwise specified in the contract, a reference to gallons shall mean U.S. gallons.

F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC APR 1998)

- (a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.
- (1) Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess of one hour: shall be named by the bidder in the Offeror Submission Package.
 - (2) Rate for detention beyond free time: shall be named by the bidder in the Offeror Submission Package.
 - The above will not be considered in the evaluation of offers for award.
- (b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) DETENTION COSTS. Detention costs do not apply to tank wagon or to multiple drop transport truck or truck and trailer deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(DESC 52.212-9F19)

F3.03 NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S) (DESC JUN 1997)

- (a) In the performance of this contract, the Contractor agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Substitution of a new transportation company is subject to review by the Contracting Officer for use under this contract.
- (b) If the Contractor changes transporters after award, the Contractor shall provide the Contracting Officer with the following information on alternative or new transportation company(ies) being utilized in the transportation of supplies under this contract.

Name, Address, and Phone Number	State(s) in which transporter
of Transportation Company	is authorized to operate

F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

- (a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:
 - (1) Ordering Period Begins: July 1, 1999 and Ends: June 30, 2002
 - (2) Delivery Period Begins: July 1, 1999 and Ends: 30 days after end of ordering period.
- (b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

F14.100 SHIPMENT AND ROUTING (DESC JUN 1990)

- (a) The Contractor shall make shipments of the supplies called for by this contract, or ordered hereunder, if this is an indefinite delivery contract, by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.
- (b) On f.o.b. destination items involving multiple car or truck load shipments, the Contractor shall assign one shipment number for shipments of Petroleum made on the same day, to the same destination, against the same contract line item.
- (c) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges (where sea suction and overboard discharge valves exist), whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.
- (d) Placards, as required by 49 CFR 172.506 and 49 CFR 172-508, shall be furnished and affixed to all tank cars and tank trucks by the Contractor unless placards are already affixed.
- (e) The Contractor shall inspect all shipping conveyances prior to loading to insure that product loaded will not be lost or contaminated by the condition of the equipment. Tank truck inspection must be performed by qualified Contractor personnel. Delegation of this responsibility shall not be passed to the tank truck operator/driver. The tank truck operator/driver may be permitted to physically load the tank truck; however, the loading operation must be under the surveillance and direction of Contractor personnel.

F20 AUTOMATIC FILL-UP PROVISIONS (DESC SEP 1997)

Where, for particular items, "Automatic Fill-Up" is specified in the Schedule, the following provisions shall apply:

- (a) The Ordering Officer shall furnish the Contractor (1) a map or other written information indicating the location and capacity of each receiving tank; (2) a record of deliveries to each tank during the previous heating season; and (3) a description of any restricted area and special procedures to be followed, if any.
- (b) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, unless otherwise identified in the individual delivery narratives.
- (c) The Contractor shall establish and maintain a delivery schedule which will assure that the level of fuel in each tank at all times is never less than 30 percent of tank capacity. Subparagraph (b)(4) of the DELIVERY CONDITIONS FOR TANK CARS, TRANSPORT TRUCKS, AND TANK WAGONS clause shall not be applicable on those items where "Automatic Fill-Up" applies.
- (d) The Contractor shall submit an invoice on each item for no more or less than the total daily delivered quantity at a particular activity.
- (e) Each invoice submitted to the Government for "Automatic Fill-Up" deliveries shall be accompanied by a record of the quantity delivered into each individual tank during the period covered by the invoice.

F98 DELIVERY CONDITIONS FOR ALL GRADES OF MOTOR GASOLINE AND AVIATION FUELS (DESC OCT 1992)

- (a) The Contractor shall comply with National Fire Protection Association (NFPA) standards and any other Federal, State, or local safety measures and environmental requirements applicable to the geographic location of the receiving activity. Special attention should be given to the safety measures required for items calling for truck-to-truck or truck-to-drum delivery of motor gasoline or aviation fuels (section 5 of the NFPA 30 standards for such measures as static protection, bonding/grounding procedures, etc.).
- (b) The Contractor shall be responsible for using delivery conveyances that carry vapor recovery systems compatible with the storage/equipment used to receive motor gasoline or aviation fuel at the receiving activity. Further, the vapor recovery system on each conveyance shall be in compliance with the regulations promulgated by the U.S. Environmental Protection Agency or any other responsible State or local authority having jurisdiction over recovery of gasoline vapors.

F105 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
 - (b) The permissible variation shall be limited to--
 - 10 Percent increase
 - 10 Percent decrease

This increase or decrease shall apply to each delivery order.

(FAR 52.211-16)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC OCT 1997)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a)	Pa	aye	e N	Van	ne	(Co	onti	ac	tor):				(D	O 1	NO	Т	E	XC	EE	L ED	<u> </u> 25	 CF	 IA	 RA	_ CT	E	RS)	1				
(b)	C	heo	ck I	Rei	nit	tan	ce .	Ad	ldr	ess	s:																						
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(DO NOT EXCEED 30 CHARACTERS PER LINE)

G9.06	(CONT'D)
	(c) Recipient Name (authorized individual representing the Contractor/courier for check pick-up). <u>Leave blank if check is to be mailed.</u>
	(DO NOT EXCEED 25 CHARACTERS)
	(d) Narrative Information (special instructions).
NOTE: You	ur designated bank must be located in the U.S. and an ACH member
the Contractor authorized pay	ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (PC&S) (DESC OCT 1997) (REV) (a) This clause applies only to PC&S payments made by DFAS Columbus, OH. (b) The Contractor shall supply the following information to the Contracting Officer no later than 3 days after contract award unless certifies in writing to the Contracting Officer that the Contractor does not have an account with a financial institution or an ament agent:
NAME C	F RECEIVING BANK:
CITY AN	ND STATE OF RECEIVING BANK:
AMERIC	AN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK:
ACCOU	NT TYPE CODE: (Contractor to designate one)
[] CHI	ECKING TYPE 22
[] SAV	VINGS TYPE 32
RECIPIENT'S	ACCOUNT NUMBER ENCLOSED IN PARENTHESES:
RECIPIENT'S	NAME:
STREET ADI	DRESS:
CITY AND S	ГАТЕ: <u> </u>

(DO NOT EXCEED 25 CHARACTERS)

G9.07-3 (CONT'D)

NOTE: Additional information may be entered in <u>EITHER</u> paragraph (c) \underline{OR} paragraph (d) below. Total space available for information entered in (c) \underline{OR} (d) is 153 characters.

	(c) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:																														
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(DO NOT EXCEED 153 CHARACTERS)

- (e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 15 days prior to the date the change is to become effective.
 - (f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event CTX payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) NOTICE TO FOREIGN SUPPLIERS.

- (1) Payment will not be made through the Federal Reserve Wire Transfer System. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.
- (2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (d) above.
- (3) The Third Party Information supplied in (d) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.
 - (i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

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G9.09 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1997)

(a) **METHOD OF PAYMENT.** Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term **EFT** refers to the funds transfer and may also include the information transfer.

(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.

- (1) The Contractor is required, as a condition of any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.
- (c) **CONTRACTOR'S EFT INFORMATION.** Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).
- (d) **REQUIRED EFT INFORMATION.** The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).
 - (1) The contract number to which this notice applies.
- (2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) For ACH payments only:
 - (i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (ii) Contractor's account number and the type of account (checking, saving, or lockbox).
 - (5) For Federal Reserve Wire Transfer System payment only:
 - (i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.
- (ii) If the Contractor's financial agent is not directly online to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) SUSPENSION OF PAYMENT.

- (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the PROMPT PAYMENT clause of this contract.
- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the PROMPT PAYMENT clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (f) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer under the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing transfers.

(g) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

- (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Contractor provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

G9.09 (CONT'D)

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or
- (ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT AND PROMPT PAYMENT.

- (1) A payment shall be deemed to have been made in a timely manner in accordance with the PROMPT PAYMENT clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.
- (i) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the ASSIGNMENT OF CLAIMS clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.
- (j) **PAYMENT OFFICE DISCRETION.** If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.
- (k) CHANGE OF EFT INFORMATION BY FINANCIAL AGENT. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

(FAR 52.232-33)

G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC OCT 1998)

(a) SUBMISSION OF ELECTRONIC INVOICES.

- (1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.
- (2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices; and Addendum 824, Invoice Returns Notification.

(b) INVOICING ADDRESS.

- (1) Electronic invoices for items paid for with DLA/DESC funds, as cited on the order form (DD Form 1155/ Standard Form 1449), shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.
- (2) **SUBMISSION OF INVOICES.** Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transactions Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, shipment number, item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total.
 - (c) PAYMENT. Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.
 - (d) CERTIFICATION OF RECEIPT. See the SUBMISSION OF INVOICES FOR PAYMENT clause for receipt documentation.
- (e) INVOICING FOR DETENTION/DEMURRAGE COSTS. Detention costs are allowable only on tank truck deliveries.

Detention/demurrage costs are the sole responsibility of the activity incurring them. Invoices for detention or demurrage costs will be submitted by the Contractor directly to the activity receiving the product.

- G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC JAN 1999)
- NOTE 1: FOR FACSIMILE INVOICING, see the SUBMISSION OF INVOICES BY FACSIMILE clause.
- **NOTE 2**: See paragraph (c) for invoicing for DETENTION/DEMURRAGE costs.
- **NOTE 3**: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.
- (a) INVOICING OF ORDERS PLACED BY ARMY, NAVY (including Marines), AND OTHER DoD ACTIVITIES (except Air Force, Alaska, Hawaii, and standby requirements):
- (1) **PAYING OFFICE**. Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--

FOR GROUND FUELS (PC&S):

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER STOCK FUND DIRECTORATE FUELS ACCOUNTING AND PAYMENTS DIVISION ATTN: DFAS-CO-LFSC P.O. BOX 182317 COLUMBUS, OH 43218-6252

FOR COOL BARGE:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER STOCK FUND DIRECTORATE FUELS ACCOUNTING AND PAYMENTS DIVISION ATTN: DFAS-CO-LFSA P.O. BOX 182317 COLUMBUS, OH 43218-6250

(2) CERTIFICATION OF RECEIPT.

- (i) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:
 - (A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
 - (B) DD Form 1155, Order for Supplies or Services,; or
 - (C) DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report.
- (ii) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(iii) PC&S DELIVERIES.

- (A) Overbillings--
- (a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.
- (b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document.
 - (B) Underbillings will be paid as invoiced.
- (C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.
- (iv) The receiving activity will transmit three paying copies of the applicable form listed in (i) above to DESC-FII, Fort Belvoir, VA, within two working days after receipt of product.

(3) SUBMISSION OF INVOICES.

- (i) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.
- (ii) Invoices submitted for payment shall be submitted in quadruplicate. The submission shall include an original invoice clearly marked **ORIGINAL** and three copies clearly marked **INVOICE COPY**. A carbon copy may be submitted as an original provided it is clearly marked **ORIGINAL** as stated above.

G150.06 (CONT'D)

(iii) COURIER DELIVERY OF INVOICES.

(A) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE FUELS ACCOUNTING AND PAYMENTS DFAS-CO-LFS 4280 EAST FIFTH AVE, BLDG. 6 COLUMBUS, OH 43219

- (B) Invoices submitted by courier to the above address will be handled in a timely manner.
- (b) INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES, including standby requirements, Air Force and Federal Civil Agency items, and Alaska and Hawaii Army and Navy (including Marines) items.
- (1) **PAYING OFFICE**. Invoices shall be forwarded to the applicable paying office in accordance with instructions contained on the order.
- (2) **SUBMISSION OF INVOICES**. On orders placed by activities of Federal Departments other than those covered under (a) above, invoices for all deliveries shall be prepared and submitted as instructed by those activities on the order by the Ordering Officer. Such activities placing orders under this contract will furnish the Contractor with the name and proper address of the activity to whom invoices shall be rendered. Such activities will also indicate the procedures for processing tax exemption certificates.
- (c) **INVOICING DETENTION COSTS**. Detention costs, allowable only on tank truck deliveries, will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER, US ARMY PETROLEUM CENTER ATTN: SATPC-L NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9F90)

G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC AUG 1995)

- (a) For purposes of this clause and the contract, "shipment number" for PC&S deliveries is defined as a seven position alphanumeric number. The first three positions shall always consist of the alpha characters "PCS". The remaining four positions shall contain numeric digits beginning with "0001".
- (b) The Contractor must identify the shipment number on each invoice submitted for payment. For each delivery order issued, the first shipment number shall be "PCS0001". The **SAME** shipment number shall be used for multiple deliveries under the same contract line item made on the same calendar day. Shipment numbers shall be consecutively numbered (i.e., 0002, 0003, etc.) for each subsequent day until the delivery order has been completed. The Contractor shall convey the appropriate shipment number to the receiving activity.
- G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC JAN 1999)
- **NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS:** This clause applies only to items for Army, Navy (including Marines), and other DoD activities (except Air Force, Alaska, Hawaii, GOCO, and standby requirements).
- **NOTE 2**: See paragraph (c) for facsimile invoicing for DETENTION/DEMURRAGE costs.
- NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.
- (a) <u>IMPORTANT NOTICE</u>: Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.
 - (b) INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.

G150.11 (CONT'D)

- (1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-CO-LF cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-CO-LF) at (800) 453-5014. If local (Columbus Metro Area), the Customer Service number is (614) 693-4994. Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and 5 p.m., EST/EDT, Monday through Friday, excluding Federal holidays.
 - (2) The DFAS-CO-LF FAX number is (614) 693-0670.
 - (3) The Contractor shall include its FAX number on each document transmitted.
- (4) After transmitting the original invoice, the Contractor shall mark that invoice "ORIGINAL INVOICE FAXED" and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-CO-LF specifically requests it.

(5) F.O.B. DESTINATION DELIVERIES.

(i) CERTIFICATION OF RECEIPT.

- (A) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:
 - (a) The DD Form 250, Material Inspection and Receiving Report; or
 - (b) The SF 1449, Solicitation/Contract/Order for Commercial Items; or
 - (c) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report.
- (B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(ii) PC&S DELIVERIES.

- (A) Overbillings--
- (a) That are less than or equal to 0.5 percent of the quantity listed on the DD Form 250 or SF 1449 will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.
- (b) That exceed 0.5 percent of the quantity listed on the DD Form 250 or SF 1449 will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.
 - (B) Underbillings will be paid as invoiced.
- (C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(6) F.O.B. ORIGIN DELIVERIES - RECEIVING REPORTS.

- (i) When FAXing an invoice for f.o.b. origin deliveries—
- (A) The Contractor shall also FAX a copy of the applicable receiving report to DFAS-CO-LFSC for BULK FUELS AND ALL OTHER COOL BARGE DELIVERIES. The receiving report shall be transmitted no later than three days after each delivery;
- (B) The Contractor shall also FAX a copy of the applicable receiving report to DESC-FII, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. The receiving report shall be transmitted no later than two working days after each delivery.
- (ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:
 - (A) DD Form 250 (Material Inspection and Receiving Report); or
 - (B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).
- (iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: "ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE."

(c) INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE.

- (1) (NOTE: Detention costs are **not** allowable on tank wagon deliveries.) Since detention and demurrage costs are the sole responsibility of the activity incurring them, the Contractor shall FAX detention/demurrage cost invoices directly to the activity where the costs were incurred.
- (2) **FOR COOL BARGE.** Claims for detention/demurrage shall be forwarded to the DESC Contracting Officer's Technical Representative no later than 120 days after the completion of discharging hereunder, failing which, the Government shall be discharged from any and all liability in respect thereto.

(DESC 52.232-9FG5)

11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

- (a) **DEFINITIONS.** As used in this clause--
- (1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.
- (2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) **Data Universal Numbering System** + **4** (**DUNS**+**4**) **number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at http://ccr.edi.disa.mil.

(DFARS 252.204-7004)

I1.22-1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal year 1996 (Pub. L. 104-106), the Government may--
 - (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (2) Rescind the contract with respect to which--
- (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--
 - (A) Exchanging the information covered by such subsections for anything of value; or
 - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(FAR 52.203-8)

I11.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

I27 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
 - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
 - (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
 - (c) If this contract is terminated under paragraph (a) above, the Government is entitled-
 - (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

128.01 FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION)

(a) As used in this clause--

Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for best and final offers.

All applicable Federal, State, and local taxes and duties means all taxes and duties that the taxing authority, including Puerto Rico and other possessions of the United States, are imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax means any new or increased Federal, State, or local excise tax or duty, except social security or other employment taxes, on the transactions or property covered by this contract that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax means any amount of Federal, State, or local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

- (b) The contract price includes all applicable Federal, State, or local taxes and duties, except as may be otherwise provided. (For petroleum contracts, see the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause.)
- (c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.
 - (d) The contract price shall be decreased by the amount of any after-relieved tax.
- (e) The contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC 52.229-9F02)

I28.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC JAN 1999)

- (a) **FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:
- (1) **MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:

FET PER GALLON	PERCENTAGE OF ALCOHOL
\$0.184	0.0% up to but not including 5.7%
\$0.1532	5.7% up to but not including 7.7%
\$0.1424	7.7% up to but not including 10%
\$0.130	10% and above

- (2) **AVIATION GASOLINE.** The manufacturer's FET of \$0.194 per gallon should be included on the Contractor's invoice as a separate item.
 - (3) **RESIDUAL FUEL OIL.** There is no FET on residual fuel oil.
 - (4) DIESEL AND NONAVIATION GRADE KEROSENE FUEL.
- (i) **UNDYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD BE INCLUDED on the Contractor's invoice as a separate item.
- (ii) **DYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.
 - (5) **JET FUEL.** The FET of \$0.219 per gallon should be included on the Contractor's invoice as a separate item.
- (6) **EXEMPT SALES.** A Contractor authorized by IRS to sell gasoline, undyed diesel fuel, and nonaviation kerosene tax free should not invoice the FET on sales to the National Guard, on sales to the Government of the District of Columbia, nor on sales of jet fuel and aviation gasoline for military aircraft.
- (b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Any applicable taxes (for which no exemption applies) should be included on the Contractor's invoice as a separate item in accordance with the terms of this contract.
 - (c) CALIFORNIA SALES AND USE TAX. All contract prices exclude the California State Sales and Use Tax.
- (d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption obtained by each activity.
- (e) ENVIRONMENTAL AND OIL SPILL TAXES. Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.
 - (f) INSPECTION FEES. Unless an exemption applies, all contract prices INCLUDE State and local inspection fees.
- (g) **REIMBURSEMENT.** The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.
- (h) **LICENSES** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business or to tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes which would otherwise be exempt.

(DESC 52.229-9F25)

128.03-2 TAX EXEMPTION CERTIFICATES (DESC AUG 1995)

- (a) **FEDERAL, STATE, AND LOCAL EXCISE TAXES.** Contractor's request for tax exemption certificates covering any Federal, State, local excise tax, or Kentucky Sales and Use Tax excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer, except for (1) deliveries of motor gasoline or diesel fuel to Army and Navy activities, in which case requests for tax exemption certificates should be forwarded to the Ordering Officer, and (2) deliveries of all fuels to the National Guard, in which case such activities shall indicate the procedure for processing tax exemption certificates.
- (b) GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES. If this contract provides that the Contractor is to invoice for the Federal tax, the supplies to be furnished under such item at the time this contract is entered into are generally intended for a purpose for which tax exemption cannot be claimed. However, in instances where the invoice price for any item includes the excise tax and tax exemption can be claimed, the applicable tax may be deducted from the order or the invoice by the Government and a tax exemption certificate furnished in lieu of paying the tax. Tax exemption certificates to be furnished under this paragraph (b) will be issued by the Ordering Officer.

 (DESC 52.229-9F10)

I33 INTEREST (JUN 1996)

- (a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
 - (b) Amounts shall be due at the earliest of the following dates:
 - (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

THE FOLLOWING CLAUSE APPLIES TO <u>UNRESTRICTED</u> ITEMS ONLY AND, IF APPLICABLE, ANY <u>TOTAL</u> SET-ASIDE ITEMS.

I84 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after the last order that was placed within the ordering period.

(FAR 52.216-21)

THE FOLLOWING CLAUSE APPLIES ONLY TO SET-ASIDE ITEMS.

184.01-2 REQUIREMENTS (SET-ASIDE) (DESC JUN 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) ORDERING.

- (1) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (2) MULTIPLE AWARDS. In the event multiple awards to two or more suppliers are made for any one item, the Government may choose between any of the Contractors in placing any particular order. However, the Government will make every effort to allocate successive orders to maintain as close a balance as is reasonably practicable between the total quantities ordered from all Contractors.
- (3) The Government's requirements for each item or subitem of supplies or services listed in the SET-ASIDE QUANTITIES clause are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.
- (4) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (5) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after the last order placed within the ordering period

186.03 DELIVERY-ORDER LIMITATIONS (PC&S) (DESC MAY 1996)

This clause is applicable only to tank truck and tank wagon deliveries.

- (a) **MINIMUM ORDER.** The Contractor shall not be obligated to honor any order under this contract for less than the minimum quantity applicable to the method of delivery called for by the item(s) as specified in the DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS clause.
- (b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor any order for a single item/a combination of items/a series of orders from the same ordering office, within any given 30-day period, in excess of whichever of the following is applicable:
- (1) If the total estimated contract quantity is 100,000 gallons or less, the Contractor shall not be required to deliver a quantity in excess of the total estimated contract quantity of the items/all the items on all the orders;
- (2) If the total estimated contract quantity is between 100,000 and 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 50 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 100,000 gallons, whichever is greater; or
- (3) If the total estimated contract quantity is greater than 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 35 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 250,000 gallons, whichever is greater.
- (c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in (b) above.

186.03 (CONT'D)

- (d) Notwithstanding the foregoing, the Contractor shall honor any order received which exceeds the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two workdays, followed by the return of the written orders to the ordering office, that he does not intend to make shipment of the items called for and the reasons therefor. When the Government has received this verbal notice, the Government may secure the supplies from another source.
- (e) Nothing in either (b) or (c) above shall be construed to require a Contractor to furnish supplies in excess of the quantity directed to be supplied by the Department of Energy, in the event of a directed allocation, pursuant to the ALLOCATION clause.

(DESC 52.216-9F11)

187 OBLIGATION TO ORDER WHEN AN SDB PREFERENCE APPLIES (DEC 1991) DLAD

Notwithstanding any other provisions of this contract, the Government is not obligated to order items under this contract when the statutory authority has expired for a price differential reflected in the price of the item.

(DLAD 52.219-9001)

I171.01-2 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (MAR 1996)

- (a) This clause does not apply to small business concerns.
- (b) **DEFINITIONS.**
- (1) **Commercial product**, as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product that, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.
- (2) **Subcontract**, as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contracting or subcontractor calling for supplies or services required for performance of the contract or subcontract.
- (c) Proposals submitted in response to this solicitation shall include a subcontracting plan, which separately addresses subcontracting with small business concerns, small disadvantaged business concerns, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small disadvantaged business concerns, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.
 - (d) The offeror's subcontracting plan shall include the following:
- (1) **Goals**, expressed in terms of percentage of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
 - (2) A statement of--
 - (i) Total dollars planned to be subcontracted;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (iv) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns; (ii) small disadvantaged business concerns; and (iii) women-owned small business concerns.
 - (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Agency in the Department of Commerce, or small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. Use of the PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. Use of the PASS as it source list does not relieve a firm of its responsibilities (i.e., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

I171.01-2 (CONT'D)

- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns; (ii) small disadvantaged business concerns; and (iii) women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small, small disadvantaged, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS clause in the contract and all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.
- (10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 295 and 295.
- (11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists, and a description of its efforts to locate small, small disadvantaged, and women-owned small business concerns and award subcontracts them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists, e.g., PASS guides, and other data identify small, small disadvantaged, or women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000 indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, (C) whether women-owned small business concerns were solicited and if not, why not, and (D) if applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, small disadvantaged, and women-owned small business sources.
- (v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small, small disadvantaged, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's list of potential small, small disadvantaged, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged, and women-owned small business firms.
- (4) Provide notice to subcontractors concerning penalties for misrepresentation of business status as small, small disadvantaged, or women-owned small business for the purposes of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

I171.01-2 (CONT'D)

- (f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; PROVIDED, (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and (3) goals and any deviations from the master plan and deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrent of the Contracting Officer, submit one company-wide or division-wide annual plan.
- (2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year or by an agency satisfactory to the Contracting Officer.
 - (3) The approval plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.
- (h) Prior compliances of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with (1) the UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS clause of the contract, or (2) an approved plan required by this clause, shall be a material breach of the contract.

(FAR 52.219-9/ALT II)

1171.07 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

- (a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled SMALL BUSINESS SUBCONTRACTING PLAN, or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled SMALL BUSINESS SUBCONTRACTING PLAN, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled DISPUTES, from any final decision of the Contracting Officer.
 - (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(FAR 52.219-16)

1174.01 MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (DESC MAY 1997)

- (a) To be eligible for the evaluation preference on the unrestricted portion of this solicitation, a Small Disadvantaged Business (SDB) must agree to provide only product manufactured/refined by a small business manufacturer/refinery. Product may <u>not</u> be furnished as a result of an exchange agreement with a large business.
- (b) All SDBs expecting to receive the evaluation preference as described in the NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS clause hereby agree that only product manufactured/refined by the small manufacturer(s)/refinery(ies) identified on DESC Form 2.16, 2.16A, 2.17, or 2.17A will be provided for all items awarded with a preference. If circumstances are such that, during the terms of this contract, a committed small business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer who must approve the new small business supplier before operations with the new firm commence.
- (c) In order to be eligible for the evaluation preference, all SDBs must provide the following information with the offer; failure to do so may render the offer ineligible for award with an evaluation preference:
 - (1) Name(s) and address(es) of the small business manufacturer(s)/refinery(ies);
 - (2) Refinery point of contacts;
 - (3) Name(s) and address(es) of the filling point(s) (if different from the refinery(ies)); and
- (4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.
 - (d) All other evaluation factors described in this solicitation will apply.

(DESC 52.219-9F02)

I179 ALLOCATION (DESC JUL 1995)

- (a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, PROVIDED--
- (1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;
- (2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and
- (3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.
- (b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:
 - (1) Accept an updated pro rata reduction as outlined in (a) above;
- (2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or
 - (3) Terminate the contract as permitted in (d) below.
- (c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--
 - (1) The law, regulation, or order, furnishing copies of the same;
 - (2) The authority under which it is imposed; and
 - (3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

- (d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity thereunder, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.
- (e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

I179 (CONT'D)

- (f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.
- (g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Fuel Supply Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.

(DESC 52.249-9F01)

1186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)

- (a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.
- (b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F05)

I186.01 OIL SPILLS - CONTRACTOR RESPONSIBILITY (DESC FEB 1998)

- (a) This clause supplements paragraph (b) of the PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION clause.
- (b) As part of the Contractor's responsibility for the containment, cleanup, and disposal of any oil it spilled, the Contractor, within 5 days of the spill, shall provide to the Contracting Officer, in writing, the suggested disposal method, proposed disposal location, qualifications of waste transporters and disposers, and final certificates of destruction or manifests. If additional information concerning these matters becomes available at a later time, the Contractor shall provide the Contracting Officer with a supplemental report.

1190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 1996)

- (a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all items to be delivered under this contract. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (b) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (c) The Contractor shall submit MSDSs to the Contracting Officer. MSDSs must cite the solicitation number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).
- (d) The offeror need not submit a duplicate MSDS for a product for which the offeror has submitted an MSDS within the past five years. The MSDS of record must fully comply with the latest revision of FED-STD-313, and the data on the MSDS must still be current and complete. Should the description/composition of the product offered differ in any area specified on a previously submitted MSDS, a new MSDS is required.

1190.05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

- (a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).
- (b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(FAR 52.223-5)

I209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)

- (a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.
- (b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.
- (c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F08)

I211 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through June 30, 2002.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

F.O.B. DATA SHEET SP0600-99-B-8000 **DESTINATION** FOR THE EVALUATION PREFERENCE To be completed by SDBs only and in accordance with Clause I174.01. (For DoD Items Only) IMPORTANT: All small disadvantaged businesses that wish to be eligible for the evaluation preference on the unrestricted portion of this solicitation must provide the following information with the bid. Failure to do so may render the bid ineligible for the evaluation preference. COMPANY NAME: BASE REFERENCE DATE (SEE CLAUSE B19.19): FEB 22, 1999 CAGE CODE: BIDDER CODE: **AUTHORIZED SIGNATURE:** ^o Bid prices should exclude Federal excise and state motor fuel taxes. (See Clause I28.01, I28.02-2, and I28.03-2). ^o Bid prices should include the amounts covered under the Superfund Amendments and Reauthorization Act (SARA). ^o Any general statement such as "bid price includes all taxes" will result in your bid being rejected asnonresponsive. Understand Clause B19.19 before preparing your bid. This clause describes how award prices fluctuate during the contract period. ***** PLEASE INITIAL ALL CORRECTIONS, ERASURES, AND WHITE-OUTS. ***** DISCOUNT NAME AND COMPLETE NAME AND COMPLETE **BID PRICE** (\$ PER GAL) % PER ADDRESS OF THE SMALL POINT OF ADDRESS OF THE FILLING POINT MANUFACTURER/REFINERY CONTACT ITEM NO. (SEE CL L44) CL 14 & 15 (if different from refinery) AND PHONE NO.

DESC Form 2.16 (For Domestic IFBs) Jan 93. Supersedes May 91 version.

FOR SMALL DISADVANTAGED BUSINESSES ONLY

F.O.B. DATA SHEET SP0600-99-B-8000

ORIGIN FOR THE EVALUATION PREFERENCE

To be accompleted by ORDs and the Complete of the Co

To be completed by SDBs only and in accordance with Clause I174.01. (For DoD Items Only)

IMPORTANT: All small disadvantaged businesses that wish to be eligible for the evaluation preference on the unrestricted portion of this solicitation <u>must</u> provide the following information with the bid. Failure to do so may render the bid ineligible for the evaluation preference.

COMPANY NAME: BASE REFERENCE DATE (SEE CLAUSE B19.19): **FEB 22, 1999**BIDDER CODE: AUTHORIZED SIGNATURE:

- ^o Bid prices should exclude Federal excise and state motor fuel taxes. (See Clause I28.01, I28.02-2, and I28.03-2).
- ^o Any general statement such as "bid price includes all taxes" will result in your bid being rejected as nonresponsive.
- ^o Understand Clause B19.19 before preparing your bid. This clause describes how award prices fluctuate during the contract period.

PLEASE INITIAL ALL CORRECTIONS, ERASURES, AND WHITE-OUTS. ***** LOCATION OF PICK-UP BY NAME AND COMPLETE GOV'T (FOB **BID PRICE** DISCOUNT NAME AND COMPLETE ADDRESS OF THE ORIGIN PT) (\$ PER GAL) % PER ADDRESS OF THE SMALL POINT OF FILLING POINT ITEM NO. CITY/STATE (SEE CL L44) CL 14 & 15 MANUFACTURER/REFINERY CONTACT (if different from refinery) AND PHONE NO.

DESC Form 2.17 (For Domestic IFBs)

Feb 93. Supersedes Jan 93 version.

FOR SMALL DISADVANTAGED BUSINESSES ONLY

DATA SHEET FOR OFFERING ON THE SP0600-99-B-8000 SET-ASIDE ITEMS LISTED IN CLAUSE B18 IMPORTANT: All the small businesses that wish to be considered for award of any set-aside itemmust provide the following information with the offer. Failure to do so may result in the firm being ineligible for the set-aside portion of the solicitation. See Clause I174. COMPANY NAME: **AUTHORIZED SIGNATURE:** CAGE CODE: **BIDDER CODE:** NOTE: Your offer price on the non-set-aside portion will apply to the set-aside quantities. ***** PLEASE INITIAL ALL CORRECTIONS, ERASURES, AND WHITE-OUTS. ***** NAME AND COMPLETE ADDRESS NAME AND COMPLETE ADDRESS OF THE SMALL OF THE FILLING POINT SET-ASIDE POINT OF CONTACT **DELIVERY LOCATION** MANUFACTURER/REFINERY AND PHONE NO. (if different from refinery) ITEM NO.

DESC Form 2.20 (For IFBs/RFPs) Jan 93. Supersedes May 91 version.

SB SET-ASIDE ITEMS ONLY